Contract ID#: H6270005C4

# Department: Public Works E-\$28-15 CF

SERVICE: On Call Traffic Engineering Services

### **CF** (Capital)

### **Contract Details**

NIFS ID #: <u>CFPW11000038</u> NIFS Entry Date: <u>124/5</u> Term: <u>from 1/1/2015</u>, to 12/31/2015

New Renewal	1) Mandated Program:	Yes 🗌	No 🛚
Amendment 🔀 #3	2) Comptroller Approval Form Attached:	Yes 🖂	No 🗌
Time Extension	3) CSEA Agmt. § 32Compliance Attached:	Yes 🗌	No 🖾
Addl. Funds	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes 🖂	No 🗌
Blanket Resolution	5) Insurance Required	Yes 🛚	No 🗌

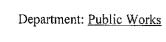
### **Agency Information**

Ven	dor
Name	Vendor ID#
VHB Engineering, Surveying and Landscape Architecture, P.C.	04-3472601
Address	Contact Person
2150 Joshua's Path, Suite 300 Hauppauge, NY 11788	Robert Eshbacher
	Phone 631-234-3444

County Depar	tment
Department Contact	
Kenneth Arnold	
Address	
1194 Prospect Ave.	
Westbury, NY 11590	
Phone	
516-571-9607	
L	

**Routing Slip** 

DATE Rec'd.	DEPARTMENT	Internal Verification	(1949) (1949) (1949)	DATE Áppv'd& Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)		pul's	12	
	DPW (Capital Only)	CF Capital Fund Approval		4/1/6	Int Call	
	OMB	NIFS Approval		60/24/15	Rien State ?	Yes No No Not required if Blanket Res
ghtler	County Attorney	CA RE & Insurance Verification		6/24/c	3/1/	/
dul 6	County Attorney	CA Approval as to form	d	6/24/51	0.1	Yes⊠ No 🗆
<del></del>	Legislative Affairs	Fw'd Original Contract to CA		19/1/15	Coxello G. 8	etrucci
	Rules 🔲/ Leg. 🔲					
	County Attorney	NIFS Approval				anc CINZ
	Comptroller	NIFS Approval			[ ]	
	County Executive	Notarization Filed with Clerk of the Leg.		(1/2le	LINGO W	/ 1.5 3 i w =-





		Traffic Engineering Contr				
Purpose: The for one addi	e Amended tional year	agreement term is from A to December 31, 2015.	pril 6, 2012 throu	igh Decembe	er 31, 2014. This amendment exten	ds the contract
Method of F	rocuremen	t: The contractor was prev	iously selected th	rough an ope	en competitive RFP process.	
Procuremen	t History: T	The contractor was selected	through an oper	ı competitive	RFP process. This is the third an	nendment.
Description	of General l	Provisions: The contract ar	nendment #3 wil	l extend the	term by 12 months to expire Decei	nber 31, 2015.
Impact on F associated w	unding / Pr ith ongoing	ice Analysis: There is no in inspection services that wi	ipact on the amo	ount of compe by the end of	ensation to the contractor The enthis contract, December 31, 2015.	icumbrance is
Change in C	ontract fro	m Prior Procurement: Amo	endment #3 will c	extend the te	rm by 12 months to expire Decem	ber 31, 2015.
Recommend	ation: (app	rove as submitted)				
Adviser	nent In	formation				
BUDGET (	ODES	FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CAP	Revenue Contract	XXXXXXX	1	PWCAPCAP/620173	500,000
Control:	62	County	\$500,000	2		\$
Resp:	017	Federal	\$	3		\$
Object:	00003	State	\$	4		\$
Transaction:	CF	Capital	\$	5	<del></del>	\$

RENEW	AL.
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract	XXXXXXX
County	\$500,000
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$500,000

LINE	INDEX/OBJECT CODE	AMOUNT
I	PWCAPCAP/620173	500,000
2		\$
3		\$
4		\$
5	10 700	\$
6		\$
	TOTAL	\$500,000

Document	Prepared	By:

Kenneth Arnold

Sept. 30, 2014

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name -	Date
Date	Date	(For Office Use Only)

#### RULES RESOLUTION NO. - 2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, AND VHB ENGINEERING, SURVEYING AND LANDSCAPE ARCHITECTURE, P.C.

WHEREAS, the County has negotiated an amendment to a personal services agreement with VHB Engineering, Surveying and Landscape Architecture, P.C. for "on-call" traffic engineering services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
 Legislature authorizes the County Executive to execute the said amendment
 to agreement with VHB Engineering, Surveying and Landscape
 Architecture, P.C.

## COUNTY OF NASSAU DEPARTMENT OF PUBLIC WORKS Inter-Departmental Memo

TO:

Office of the County Executive

Att: Richard R. Walker, Chief Deputy County Executive

FROM:

Department of Public Works

DATE:

June 24, 2015

SUBJECT:

Approval of Contract Advisement

This Department is requesting approval of the following encumbrance that is necessary for traffic engineering services as part of our "On-Call" traffic engineering contract.

### PERSONAL SERVICES ON-CALL ASSISTANCE CONTRACT H6270005C4 CAPITAL PROJECT 62017 - \$500,000

This is an encumbrance to the "On-Call" Traffic Engineering Contract No. H6270005C4. The work to be performed under this encumbrance includes the construction management and inspection services associated with two federally funded projects. These projects include the installation replacement signals and other ancillary equipment on related to Contracts H6245404G and H6245407G. This work has been ongoing and the encumbrance will close out all contract work. The proposal dated January 28, 2015 is found acceptable.

The proposed fee of \$500,000 represents a fair fee for the services. Funds are available in the appropriate account.

With your concurrence, the Department will move forward with amending the above referenced contract and also encumbering \$500,000 related to the scope of work identified.

Following your approval or disapproval, we will proceed accordingly.

Richard Millet

Chief Deputy Commissioner

SSG:KGA

c:

Kenneth G. Arnold, Assistant to Commissioner

Aryeh Lemberger, Unit Head, Traffic Engineering Unit

Sheila Dukacz, Traffic Engineer II Jeff Lindgren, Traffic Engineer II

Christopfer Yansick, Management Analyst II

APPROVE

DISAPPROVED:

Richard K. Walker

nard**ik.** Walker

Richard R. Walker

Date

Chief Deputy County Executive

Chief Deputy County Executive



#### <u>AMENDMENT NO. 3</u>

This AMENDMENT Number 3, (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) VHB Engineering, Surveying and Landscape Architecture, P.C., 2150 Joshua's Path, Suite 300, Hauppauge, New York 11788 (the "Firm").

#### WITNESSETH:

WHEREAS, pursuant to County contract number H6270005C4 between the County and the Firm, executed on behalf of the County on April 6, 2012, (the "Original Agreement"), the Firm performed certain services for the County in connection with engineering and construction management services associated with Traffic Signal projects, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement, as full compensation for the Services, was One Hundred and Fifty Thousand Dollars (\$150,000) (the "Original Maximum Amount"). Through Amendment No. 1, the Original Maximum Amount was increased by Five Hundred Thousand Dollars (\$500,000). Through Amendment No. 2, the Maximum Amount was increased by Four Hundred Thousand Dollars (\$400,000), so that the total maximum amount that the County shall pay to the Firm as consideration for Services, including extra services, shall not exceed One Million Fifty Thousand Dollars (\$1,050,000) (the "Amended Maximum Amount").

WHEREAS, the term of the Original Agreement was from April 6, 2012 through June 30, 2013 (the "Original Term"); through Amendment No. 2 the term of the agreement was extended by eighteen (18) additional months, expiring December 31, 2014. The County desires to extend the term to December 31, 2015 (the "Amended Term").

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

- 1. <u>Term Extension</u>. The Term of the Agreement shall be extended by Twelve (12) Months so that the termination of the Agreement, as amended by this Amendment shall be December 31, 2015, or such later date as is necessary to complete Services requested prior to December 31, 2015.
- 2. <u>Full Force and Effect</u>. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

VHB Engineering, Surveying and Landscape Architecture, P.C. By:
Name: Theresa Elkowitz
Title: Vice President
Date: 6/17/15
NASSAU COUNTY

By:

Name:

Title: County Executive

□ Deputy County Executive

Date:

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK) )ss.: COUNTY OF NASSAU)
On the 17 day of June in the year 2018 before me personally came to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Sofform; that he or she is the year 2018 before me personally came to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of that he or she is the year of year that he or she is the year of year that he or she is the year of year that he or she is the year of year that he or she is the year of year that he or she is the year of year that he or she is the year of year that he or she is the year of year that he or she is the year of year that he or she is the year of year that he or she is the year of year that he or she is the year of year that he or she is the year of year that he or she is the year of year that he or she is the year of year that he or she is the year of year that year year year year year year year.  NOTARY PUBLIC Year of year year year year year year year year
STATE OF NEW YORK) )ss.: COUNTY OF NASSAU)
On theday of in the year 2014 before me personally came to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of; that he or she is County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.
NOTARY PUBLIC

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### Appendix "L"

### Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

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The Prop Living V	oser/Bidder agre age Law, and w	ees to comply ith all applical	with the requi ble federal, sta	rements of the ate and local	he Nassa Iaws.	u Coun
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5.	authorized County rep	s to permit access to work sites and releve resentatives for the purpose of monitoring	ant payroll records less compliance with t	by he
	Living Wage Law and	investigating employee complaints of no	oncompliance.	
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I hereb	v certify that I have rea	I the foregoing statement and, to the bes	t of my knowledge	and
belief,	it is true, correct and co	mplete. Any statement or representation	made herein shall?	oe
accura	te and true as of the date	stated below.		
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Dated	<del>*                                     </del>	Signature of Chica		•
	· · · · · · · · · · · · · · · · · · ·	Signature of warm	XIXXECUMVEXXIXIXET	Vice President
		Theresa Elkowitz		
			ecaniamenta fitaera vi	ce President
				<u>-</u>
Sworn	to before me this			
174	day of June	. 20/5		
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	Marian J			
	Notary Public •	DEBORAH BRENNAN		
,		Notary Public, State of New York		
	C	No. 01BR6114898 Qualified in Suffolk County ommission Expires August 23, 2016		
		·· • · · · · · · · · · · · · · · · · ·		

### COUNTY OF NASSAU

### CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1.	Name of the	Entity: VHB Engineering, Surveying and Landscape Architecture
	Address: 10	00 Motor Parkway, Suite 135.
	City, State ar	nd Zip Code: Hauppauge, New York 11788
2.	Entity's Vend	dor Identification Number: 04-3472601
3.	Type of Busi	ness:Public CorpPartnershipJoint Venture
	Ltd. Lial	bility CoClosely Held Corpprofessional corp Other (specify)
of Joi	ors or compara	nd addresses of all principals; that is, all individuals serving on the Board of able body, all partners and limited partners, all corporate officers, all parties d all members and officers of limited liability companies (attach additional
		Richard E. Hangen Patrick O'Leary Christopher Danforth Bonita June Von Ohlsen

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

Richard E. Hangen, sole shareholder

their relationship to the firm entered disclosure form for each affiliated or at any stage in this matter (i.e., prend every person or organization retains promote a matter before - Nassau entere and Planning Commission. Sucoposals, development or improvements, or to otherwise engage in lobby
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not include any officer, director, tru or State of New York, when dischar
phone number of lobbyist(s):

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 4/7//

Signed!

Print Name: Theresa Elkowitz

Title: Vice President

#### Page 4 of 4:

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage. defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

### COUNTY OF NASSAU

### LOBBYIST REGISTRATION AND DISCLOSURE FORM

	of lobbyist(s)/lobby				ns any and every nence - or promote a
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					ry Committee and
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					ent or improvement
of real propert	y subject to County	y regulation, p	rocurements. T	The term "lobby	ist" does not
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	ether and where th	ie person/orgai	nization is regis	stered as a lobb	yist (e.g., Nassau
County, New Y	(ork State):				
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3. Name,	address and telepho	one number of	client(s) by wh	nom, or on who	se behalf, the
lobbyist is reta	ined, employed or	designated:		•	,

Page 2 of 4				
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4. Describe lobbying acticlient(s) for each activity liste	vity conducted, or d. See page for	to be conducte a complete de	d, in Nassau Co scription of lob	unty, and identify bying activities.
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5. The name of persons, of expects to lobby:	organizations or go	overnmental ent	ities before who	om the lobbyist
			NAME OF THE PARTY	
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	ed affirms and so swears that he/she has read and they are, to his/her knowledge, true and accurate.
Dated: 017/18	signed Mun Miss
	Print Name: Theresa Elkowitz

Title: Vice President

#### Page 4 of 4:

The term <u>lobbying</u> shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage. defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies. boards, commissions, department heads or committees with respect to requests for proposals. bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing: the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

George Maragos Comptroller



#### OFFICE OF THE COMPTROLLER

240 Old Country Road Mineola, New York 11501

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: <u>VHB Engineering</u> , <u>Surveying and Landscape Architecture</u> , <u>P.C.</u> CONTRACTOR ADDRESS: <u>2150 Joshua's Path</u> , <u>Suite 300</u> , <u>Hauppauge</u> , <u>NY 11788</u> FEDERAL TAX ID #: <u>04-3472601</u>
<u>Instructions:</u> Please check the appropriate box ("⊠") after one of the following roman numerals, and provide all the requested information.
I.   The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in [newspaper] on [date]. The sealed bids were publicly opened on [date] [#] of sealed bids were received and opened.
II.   The contractor was selected pursuant to a Request for Proposals.  The Contract was entered into after a written request for proposals was issued on
[list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. This is a renewal, extension or amendment of an existing contract.  The contractor was selected through an open competitive RFP process. This is the third amendment.
IV.   Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.
☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
<b>B.</b> The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.
V. □ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.
A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. 

This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

## <u>In addition</u>, if this is a contract with an individual or with an entity that has only one or two employees:

□ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

Date'

<u>NOTE:</u> Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

Contract ID#: <u>H6270005C4</u>

CLPW13000044

Department: Public Works

### **CF** (Capital) Contract Details



NIFS ID #: CFPW110000	38 NIFS Entry Date:	Term: from	4/6/12 to 12/31/2014	
New Renewal	1) Mandated Progra	am:		Yes No 🛛
Amendment 🖂	2) Comptroller App	oroval Form Atta	ached:	Yes No
Time Extension	3) CSEA Agmt. § 3			Yes No 🗵
Addl, Funds	4) Vendor Ownersh	rip & Mgmt. Dis	sclosure Attached:	Yes 🛛 No 🗌
Blanket Resolution  RES#	5) Insurance Requir	red		Yes No 🗆
Agency Inform	ation			
Name	Vendor Vendor ID#		County  Department Contact	Department
VHB Engineering, Surveying and Landscape Architecture, P.C.	04-3472601		Kenneth Amold	
Address 2150 Joshua's Palli, Suite 300	Contact Person		Address	
Hauppauge, NY 11788	Robert Eschbacher, P.E		1194 Prospect Ave Westbury, New York 1	1590
. ,	Phone (631) 234-3444		Phone 516-571-9607	
Routing Slip				
DATE Reed DEPARTMENT	Internal Verification	DATE Appyrix	SIGNATURE	Leg Approva Regural
Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	19/5/13	Jul Alm	
DPW (Capital Only)	CF Capital Fund Approval	1 sligh	Front Men	4
ОМВ	NIFS Approval	[] Q/n/13	Ma.	Yes Ling (1) Not required up Blanker Res
County Attorney	CA RE & Insurance Verification	1 9/35/13	G. amat	
20/3 County Attorney	CA Approval as to form	X 9/24/13	THE N.	Yes No E
Legislative Affairs	Fw'd Original Contract to CA	□9/30/13 X	Tragery a. Men	
Rules 🔲 / Leg. 🔲		0/.	01 1	
County Attorney	NIFS Approval		0000	

Comptroller

County Executive

NIFS Approval
Notarization

Filed with Clerk of the Leg.

### RULES RESOLUTION NO. 317 2013

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS AND VHB ENGINEERING, SURVEYING AND LANDSCAPE ARCHITECTURE, P.C.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 12-18-13
VOTING
Nayes 9 nayes 3 abstained 5 recused 6
Legislators present:

WHEREAS, the County has negotiated an amendment to a personal services agreement with VHB Engineering, Surveying and Landscape Architecture, P.C., to provide on call traffic engineering services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the said amendment
to an agreement with VHB Engineering, Surveying and Landscape
Architecture, P.C.

#### <u>AMENDMENT NO. 2</u>

This AMENDMENT Number 2, effective as of April 1, 2013 (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting of behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) VHB Engineering, Surveying and Landscape Architecture, P.C., 2150 Joshua's Path, Suite 300, Hauppauge, NY 11788 (the "Firm" or the "Contractor").

#### WITNESSETH:

WHEREAS, pursuant to County contract number H6270005C4 between the County and the Firm, executed on behalf of the County on April 6, 2012, as amended by Amendment No. 1 executed on behalf of the County on December 12, 2012 (as so amended the "Original Agreement") the Firm performed certain services for the County in connection with on call traffic engineering projects, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement, as amended, was from April 6, 2012 through June 30, 2013 (the "Original Term");

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement, as full compensation for the Services, was Six Hundred and Fifty Thousand Dollars (\$650,000) (the "Maximum Amount");

WHEREAS, the County and the Contractor desire to extend the Original Term and increase the Maximum Amount; and,

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment Number 2, the parties agree as follows:

- 1. <u>Term Extension</u>. The Term of the Original Agreement shall be extended by eighteen (18) months so that the termination of the Original Agreement, as amended by this amendment (the "<u>Amended Agreement</u>") shall be December 31, 2014.
- 2. Payment. Section 3(a) of the Original Agreement, entitled Amount of Consideration shall be increased by Four Hundred Thousand Dollars (\$400,000), so that the total Maximum Amount to be paid to the firm as full consideration for services including extra services shall not exceed One Million Fifty Thousand Dollars (\$1,050,000) ("Amended Maximum Amount"). Payment for additional services shall be made in accordance with the rates and terms provided for the Original Agreement.

STATE OF NEW YORK)
)ss.: COUNTY OF <del>MASSAU )</del>
SUFFORK
On the 12th day of August in the year 2013 before me personally came Theresa Elkowitz to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffork; that he or she is the Irincipal of VHB Engineering Successful and that he or she corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.  MALLORY MAE HOFFMAN Notary Public, State of New York No. 01H06220142  Queiffied in Suffolk County Commission Expires April 12, 2014
STATE OF NEW YORK)
)ss.: COUNTY OF NASSAU )
On the day of Wew in the year 2013 before me personally came he were day of well to me personally known, who; being by me duly sworn, did depose and say that he or she resides in the County of \(\)\(\)\(\)\(\)\(\)\(\)\(\)\(\)\(\)\(\
Porcetta (1 Volonces

Competor a petiquodi Italiary Public, State of New York No. 01 PE6259225 Cuslified in Newson County Commission Expires April 02, 201

NOTARY PUBLIC

#### APPENDIX "L"

### Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

		Theresa Elkowltz		(Name)	
	2150 Joshu	ua's Path, Suite 300, Haupp	auge, NY 11788	(Address)	
	1	631-234-3444	(Ťelep	ohone Number)	•
Wage L 9 of the obtain a of the L it would	aw or (2) as ap Law, In the ey, walver of the epartment that I receive such	s to either (1) comply with pplicable, obtain a waiver ovent that the contractor doe requirements of the Law, a t at the time of execution of waiver based on the Law a	of the requirements is not comply with t and such contractor of this agreement, it and Rules pertaining	of the Law pursuar he requirements of establishes to the s had a reasonable or	it to scoti the Law atisfaction ertainty th
Ü	terminate the	contract without imposing	costs or seeking da	mages against the	Contracto
In the p	ast five years, ( to have violate s, or occupation	contract without imposing  Contractor has X  d federal, state, or local lav  and safety and health. If a v	_ has not been four	mages against the o nd by a court or a g ent of wages or ber	Contracto covernme
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In the p agency relation	ast five years, ( to have violate s, or occupation	Contractor has X	_ has not been four	mages against the o nd by a court or a g ent of wages or ber	Contracto covernme

## COUNTY OF NASSAU DEPARTMENT OF PUBLIC WORKS CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1.	Name of Firm: VHB Engineering, Surveying and Landscape Architecture, P.C.	
	Address: 2150 Joshua's Path, Suite 300	
	City and State: Hauppauge, NY Zip Code 11788	
2.	Firm's Vendor Identification Number: 04-3472601	
3.	Type of Business:	
	Public Corp. Partnership Sole Proprietorship Joint Venture	
	Ltd Liability Company Closely Held Corp. X (Professional Corporation) Other (specify)	
4.	List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited participals of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)	riners,
	Patrick O'Leary, 54 Tuttle Place, Middletown, CT 06457	
		·
5.	List all names and address of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. (* If a Publicly held Corporation include a copy of 10K form in lieu of completing this section) (attach addition sheet (s) if necessary).  Patrick O'Leary, 54 Tuttle Place, Middletown, CT 06457	
5,	List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a sej disclosure form for each affiliated or subsidiary company) (attach additional sheet (3) if necessary).	
·		
	Vanasse Hangen Brustlin, Inc.	
7.	VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator of the firm for the pu of executing contracts. The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/town knowledge, true.	irpose ler
Da	ted: Sept 5, 2013 Signed Merenling.	
	Print Name: Theresa Elkowitz	
	Title: Principal	

#### **VHB** Governance

#### VHB Board of Directors

Robert S. Brustlin, President and Chairman (term expires April 2014) William J. Roache, Assistant Clerk (term expires April 2016) Gerry Salontal (term expires April 2015) Michael S. McArdle (term expires April 2016) Michael J. Carragher (term expires April 2015) Kenneth E. Rodman Jr. (term expires April 2015) Donald J. Cooke (term expires April 2014) Christopher R. Conklin (term expires April 2014) Kimberly A. Eccles (term expires April 2016)

#### **Elected Corporate Officers**

Robert S. Brustlin, President and Chairman of the Board John B. Jäckson, Treasurer Robert M. Dublinsky, Clerk William J. Roache, Assistant Clerk Anne P. Zebrowski, General Counsel

#### **Board Appointed Officers**

Michael J. Carragher James L. Diorio Christopher J. Brown

### List of all Stockholders

Employee Name		Group Label
Daily, Christopher	8300 Boone Boulevard, Sulte 700, Vienna, VA 22182	Associate
D'Amelio, Scott	10 Dorrance Street, Suite 400, Providence, RI 02903	Associate
Danforth, Christopher	54 Tuttle Place, Middletown, CT 06457	Principal
Danila, Kenneth	101 Water Street, Watertown, MA 02472	Associate
Daring, Gordon	54 Tuttle Place, Middletown, CT 06457	Associate
Davis, Scott	4500 Main Street, Suite 400, Virginia Beach, VA 23462	Associate
Derdiarian, Stephen	101 Water Street, Watertown, MA 02472	Associate
DeSantis, William	10 Dorrance Street, Sufte 400, Providence, RI 02903	Principal Principal
DeVoe, Lauren	101 Water Street, Watertown, MA 02472	Associate
Dewitt, Chrls	351 McLaws Circle, Suite 3, Williamsburg, VA 23185	Principal
Dibenedetto, Louis	99 High Street, 10th Floor, Boston, MA 02110	
Diorio, James	101 Water Street, Watertown, MA 02472	Associate
Domigan, Patricia	101 Water Street, Watertown, MA 02472	Senior Principal
Dorokhina, Victoria	101 Water Street, Watertown, MA 02472	Principal
Dublnsky, Robert	1.01 Water Street, Watertown, MA 02472	Associate
Dunford, Patrick .	101 Water Street, Watertown, MA 02472	Senior Principal
Dupuls, Rick	2150 Joshua's Path, Sufte 300, Hauppauge, NY 11788	<u>Associate</u>
Eccles, Kimberly	4000 WestChase Boulevard, Suite 530, Raleigh, NC 27607	Principal
Elsenberg, Bethany	101 Water Street, Watertown, MA 02472	Principal
Elsenberg, Terri	101 Water Street, Watertown, MA 02472	Associate
Elkowitz, Theresa	2150 Tochuric Dath, Cuita 200 Hayrana AV 14700	Associate
Eng-Wong, Paul	2150 Joshua's Path, Suite 300, Hauppauge, NY 11788	Principal
Eschbacher, Robert	Two Penn Plaza, Suite 2602, New York, NY 10121	Principal
Fasser, Jef	2150 Joshua's Path, Suite 300, Hauppauge, NY 11788	Principal
Feinstein, Jonathan	101 Water Street, Watertown, MA 02472	Associate
Fontaine, Robin	101 Water Street, Watertown, MA 02472	Senior Principal
Frye, Chris	54 Tuttle Place, Middletown, CT 06457	Associate
Furman, John	351 McLaws Circle, Sulte 3, Williamsburg, VA 231,85	Associate
Gaglione, Myrina	One Federal Street, Bldg 103-3N, Springfield, MA 01105	Associate
Garbier, Jean	4500 Main Street, Suite 400, Virginia Beach, VA 23462	Associate
Gennaro, Kim	101 Water Street, Watertown, MA 02472	Associate
Gibson, Diana	2150 Joshua's Path, Suite 300, Hauppauge, NY 11788	Associate
	225 E. Robinson Street, Suite 300, Orlando, FL 32801	Associate
Goodrich, Gregory	6 Bedford Farms Drive, Suite 607, Bedford, NH 03110	Associate
Grande, Anthony	6 Bedford Farms Drive, Sulte 607, Bedford, NH 03110	Principal
Greenberg, David	101 Water Street, Watertown, MA 02472	Associate
Gregoire, Khristopher	101 Water Street, Watertown, MA 02472	Associate
Gross, Francis	4000 WestChase Boulevard, Suite 530, Raleigh, NC 27607	Associate
Guertin, Paul	6 Bedford Farms Drive, Suite 607, Bedford, NH 03110	Associate
Guyette, Aaron	7056 US Route 7, North Ferrisburgh, VT 05473	Associate
Hagen, Winston	101 Water Street, Watertown, MA 02472	Associate
Hahn, Hugh	101 Water Street, Watertown, MA 02472	Principal
Hall, James	225 E. Robinson Street, Sulte 300, Orlando, FL 32801	Associate
Hall, Matthew	6 Bedford Farms Drive, Suite 607, Bedford, NH 03110	Associate
Hart, Randall	101 Water Street, Watertown, MA 02472	Principal
Hartman, Ronald	10 Dorrance Street, Suite 400, Providence, RI 02903	Associate
Hayatgheybi, Morteza	54 Tuttle Place, Middletown, CT 06457	Associate
Herr, Joseph	101 Water Street, Watertown, MA 02472	Principal
Hines, J.D.	4500 Main Street, Sulte 400, Virginia Beach, VA 23462	Associate
Hodgdon, Steven	6 Bedford Farms Drive, Suite 607, Bedford, NH 03110	Associate
Hogan, Maureen	101 Water Street, Watertown, MA 02472	Associate
Hogan, Timothy	351 McLaws Circle, Suite 3, Williamsburg, VA 23185	Associate
Holloman, Keliy	4500 Main Street, Suite 400, Virginia Beach, VA 23462	Associate

### List of all Stockholders

	Address	Group Label		
	8300 Boone Boulevard, Sulte 700, Vienna, VA 22182	Associate		
Moyer, Paul Murphy, Julie	101 Water Street, Watertown, MA 02472	Associate		
	101 Water Street, Watertown, MA 02472	Associate		
Murphy, Patricia		Associate		
Nabors, Daniel	8300 Boone Boulevard, Sulte 700, Vlenna, VA 22182	Principal		
Nagi, Robert	101 Water Street, Watertown, MA 02472			
Nauyokas, Paul	101 Water Street, Watertown, MA 02472	Associate		
Nelson, Jeffrey	7056 US Route 7, North Ferrisburgh, VT 05473	Principal A		
Nichols, Susan	101 Water Street, Watertown, MA 02472	Associate		
Nowak, Christopher	101 Water Street, Watertown, MA 02472	Associate		
Noyes, Ryan	7056 US Route 7, North Ferrisburgh, VT 05473	Associate		
Nurzynski, Darek	101 Water Street, Watertown, MA 02472	Associate		
O'Brien, James	351 McLaws Circle, Suite 3, Williamsburg, VA 23185	Associate		
O'Callaghan, Francis	101 Water Street, Watertown, MA 02472	Senior Principal		
O'Connell, Charles	8300 Boone Boulevard, Suite 700, Vienna, VA 22182	Associate		
Ogden, Kathleen	99 High Street, 10th Floor, Boston, MA 02110	Associate		
O'Leary, Patrick	54 Tuttle Place, Middletown, CT 06457	<u>-</u> Principal		
O'Neill, Stephen	54 Tuttle Place, Middletown, CT 06457	. Principal		
Oslecki, Stephen	225 E. Robinson Street, Suite 300, Orlando, Fl. 32801	Associate		
Ostrodka, Curtis	225 E. Robinson Street, Suite 300, Orlando, FL 32801	Associate		
Overcash, Lyle	4000 WestChase Boulevard, Suite 530, Raleigh, NC 27607	Principal		
Padien, Daniel	99 High Street, 10th Floor, Boston, MA 02110	Associate		
Paquette, GII	500 Southborough Drive, Suite 105B, S. Portland, ME 04106	Associate		
Patel, Bharat	10 Dorrance Street, Suite 400, Providence, RI 02903	Principal		
Penfield, Robert	101 Water Street, Watertown, MA 02472	Associate		
Perry, Ameddia	7056 US Route 7, North Ferrisburgh, VT 05473	Associate		
Peterson, Jeffrey	10 Dorrance Street, Suite 400, Providence, RI 02903	Associate		
Pickart, David	101 Water Street, Watertown, MA 02472	Principal		
Pisano, Jamie	1.0 Dorrance Street, Suite 400, Providence, RI 02903	Associate		
Prowell, John	225 E. Robinson Street, Suite 300, Orlando, FL 32801	Associate		
Quitzau, Curtis	101 Water Street, Watertown, MA 02472	Associate		
Reddeck, Anthony	225 E. Robinson Street, Suite 300, Orlando, FL 32801	Associate		
Regan, Michael	101 Water Street, Watertown, MA 02472	Associate		
Reynolds, Neville	351 McLaws Circle, Suite 3, Williamsburg, VA 23185	Principa		
Richards, Heidi	101 Water Street, Watertown, MA 02472	Associate		
Roache, William -		Founder		
Robertson, Clayton	8043 Cooper Creek Boulevard, Suite 201, University Park, FL 34201	Associate		
Robertson, Craig	101 Water Street, Watertown, MA 02472	Associate		
Rodman, Kenneth	4500 Main Street, Suite 400, Virginia Beach, VA 23462	Principal		
Romeo, Stephen	351 McLaws Circle, Suite 3, Williamsburg, VA 23185	Principal		
Rosenblatt, Adam	10 Dorrance Street, Suite 400, Providence, RI 02903	Associate		
Rosser, Tyson	4500 Main Street, Sulte 400, Virginia Beach, VA 23462	Principal		
Roy, Leo	101 Water Street, Watertown, MA 02472	Principal		
Russ, Donald	2150 Joshua's Path, Suite 300, Hauppauge, NY 11788	Associate		
Rutherford, Shannon	54 Tuttle Place, Middletown, CT 06457	Associate		
Ryder, Griffin	101 Water Street, Watertown, MA 02472	Associate		
Saccardi, John	50 Main Street, Suite 360, White Plains, NY 10606	Principal		
Schiff, David	50 Main Street, Suite 360, White Plains, NY 10606	Principal		
Schwartz, Ken	101 Water Street, Watertown, MA 02472	Principal		
Sellen, James	225 E. Robinson Street, Sulte 300, Orlando, FL 32801	Principal		
	18043 Cooper Creek Bouleward Suite 201 Historisty Dark EL 34201	Drincinal		
Serviss, Gary Sewell, Randy	8043 Cooper Creek Boulevard, Suite 201, University Park, FL 34201 351 McLaws Circle, Suite 3, Williamsburg, VA 23185	Principal Associate		

George Maragos Comptroller



240 Old Country Road Mineola, New York 11501

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR	R NAME: VHB Engine	ering, Surveying	and Landscap	e Architecture,
CONTRACTO	R ADDRESS: 2150 Joshu	iá's Path, Suite 3	00, Hauppauge	, NY 11788
FEDERAL TAX	K ID #: <u>04-3472601</u>			
	ease check the appropria provide all the requested i		er one of the fo	ollowing roman
-sealed bids1	ct was awarded to the low The contract was awarded bids were publicly opened on	after a request	for sealed bids	was published
[date]. The sealed bids were received	bids were publicly opened on and opened.		[date].	[#] of sealed
II.   The contra	actor was selected pursua	nt to a Request f	or Proposals.	
Detection recognized	entered into after a written reque	est for proposals was	issued on	[date],
advertisement too	were made aware of the availa	outly of the KFP by	401 #9000 #000 #000	[newspaper
	ting on website, mailing, etc.]. ere due on			
The	evaluation	commi		.vod and evandated. consisted
of:		• • • • • • • • • • • • • • • • • • • •		OORIBIBIOG
15 - 6 41-	[list ng and ranking (attached), the high	nembers]. The prop	osals were scored	and ranked. As a
result of the scoring	g and ranking (attached), the hig	inest-fanking propos	er was selected	

VI. 

This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. 

This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

□ a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

Date

<u>NOTE:</u> Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

Contract ID#: H6270005C4

Department: Public Works

### CF (Capital)

E-214-12 CF

Contract Detail	S		_	SE	RVICE	-		
NIFS ID #: CFPW110000	38_NIFS	Entry Date:						
New Renewal	[1)	Mandated Prog	ram:	·			Yes [	No 🛛
Amendment 🔲	2)	Comptroller Ap	prov	al Form A	Attached	i:	Yes 🛛	No 🗌
Time Extension	3)	CSEA Agmt. §	32 C	omplianc	e Attac	hed:	Yes 🗌	No 🗵
Addl. Funds	4)	Vendor Owners	ship 8	k Mgmt.	Disclos	ure Attached:	Yes 🔲	No 🛛
Blanket Resolution 🔲 RES#	5)	Insurance Requ	ired				Yes	No 🔯
Agency Informa								
lame	494(4)8	Vendor ID#				Conne	Bisakin	nen
HB Engineering, Surveying and Landscape /	Architecture,	04-3472601				Department Contact  Kenneth Arnold		
C.		Contact Person Address Robert Eschbacher, P.H. 1194 P			Address	ospect Avo		
150 Joshua's Path, Suite 300, Hauppauge, NY	11788				1194 Prospect Ave			
		Phone			1	Westbury, New York I Phone	1590	
		(631) 234-3444			_	516-571-9607		
Routing Slip								
				z.61/4702		ZAKOŻEGA INGLE		Amieovil.
	ar ar na san ani a	iry (Dept)			7	Are Speaning		opiliat
Department	NIFS Ap	ovl (Dept, Head)	<u> </u>	11/15/12	Sel	SEL		
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ОМВ	NIFS Ap	proval		1/19/12	Byn	- Stu		
County Attorney	CA RE o	& Insurance ion		h lish a	h (	3058	0	
County Attorney	CA Appr	oval as to form		1 1 7	012	P) t l	e 22	<b>2000</b>
Legislative Affairs	Fw'd Or. CA	iginal Contract to				0.00		
Rules []/ Leg. []								
County Attorney	NIFS App	proval		1 Tah	n()	è 5. Sp		
Comptroller	NIFS App	proval		11/2/1				

Notarization Filed with Clerk of the Leg.

**Contract Summary** 

PRCF1205 (12/05)

County Executive

Department: Public Works

Descriptions On Call Toulin Contract Amondment H						
	Description: On-Call Traffic Contract Amendment #1					
Purpose: Due to the emergency conditions caused by the effects of Hurricane Sandy, t and inspection services.	the scope of services has been amonded to include emergency engineering					
Method of Procurement: The contractor was previously selected through an open con	mpetitive RFP process.					
Procurement History: The contractor was selected through an open competitive RFP	Dayloges this is the first amondment					
Treestands in the engineer was associate undaffi me about combening real	biacess me is the me monutain.					
Description of General Provisions: The contract amendment #1 will amend the scope	of spryings to include americanay anglesoving and learned a series of					
services shall include, but are not limited to, oversight of the County's Debris Manago	ement Plan in relation to tree removal, stump or inding, and assessments of					
debris situations likely to be problematic during a similar storm event. Additionally to various County infrastructure including the wastewater treatment facilities.	the scope includes engineering services to address emergency conditions at					
The state of the s						
	· ·					
Impact on Funding / Price Analysis: The Maximum Amount in the Original Agreem	the Dibate and Language					
impact on Pulcoing / Trice Analysis, The Manholin Amount in the Original Agreem	ent shan de increased by \$500000.					
	·					
Change in Continues from Dulou Decouponants The continues and and different						
Change in Contract from Prior Procurement: The contract amendment #1 will amen services, and increases the Maximum Amount of the Original Agreement by \$500000.	nd the scope of services to include entergency engineering and inspection.					
	·					
Recommendation: Approve Contract Amendment #1 as submitted.						
A di da ana ant India ma attan						
Advisement Information	•					
REDIGIANGODIS - DENDING SQURED - CAMPINATE	ENDOVOBILE ENDOVOR					
Fund: Revenue Contract	Emergency associated with \$390000					
	Flurrican Sandy					
Control: 4 D County \$	2 DWFEM1000/DE547 \$ 500,000					
Resp: 1000 Federal \$	3					
Object: DE State \$	4 \$					
Transaction: 5#7 Capital						
Other \$	5. \$					
RUNDWALE TOTAL \$	TOTAL \$500000					
% Increase						
% Decrease Document Prepared By: Kenneth Arnold	Date: 10/04/11					
CLPW12000053						
INTEX CERTIFICATION Compted Des Certification Compted Des Certification Compted Des Certification Name    certify that this document was accepted into NEFS.   Learling that an unencumbered balance sufficient to cover this contract is						
	prosent in the appropriation to be charged,					
prosent in the appropriatio						
i certify that this document was accepted into NiFS.  Name  Name  Name						
present in the appropriatio						
Name  Name  Name  Name	12/3/12					

### RULES RESOLUTION NO. 24/2012.

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, AND VHB ENGINEERING, SURVEYING AND LANDSCAPE ARCHITECTURE, P.C.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on // 2/12
VOTING:
ayes 7 mayes 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with VHB Engineering, Surveying and Landscape Architecture, P.C. for emergency engineering and inspection services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the said amendment
to an agreement with VHB Engineering, Surveying and Landscape
Architecture, P.C.

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, AND VHB ENGINEERING, SURVEYING AND LANDSCAPE ARCHITECTURE, P.C.

WHEREAS, the County has negotiated an amendment to a personal services agreement with VHB Engineering, Surveying and Landscape Architecture, P.C. for emergency engineering and inspection services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the said amendment
to an agreement with VHB Engineering, Surveying and Landscape
Architecture, P.C.

George Maragos Comptroller



240 Old Country Road Mincola, New York 11501

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

P.C.
CONTRACTOR ADDRESS: 2150 Joshua's Path, Suite 300, Hauppauge, NY 11788
FEDERAL TAX ID #: <u>04-3472601</u>
Instructions: Please check the appropriate box ("M") after one of the following roman numerals, and provide all the requested information.
I. The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in
[date]. The sealed bids were publicly opened on [date] [#] of sealed bids were received and opened.
II. □ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on[date].
Potential proposers were made aware of the availability of the RFP by [newspaper]
advertisement, posting on website, mailing, etc.]. [#] of potential proposers requested copies of the
RFP. Proposals were due on[date][#] proposals were received and evaluated. The evaluation committee consisted of:
[list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. X This is a renewal, extension or amendment of an existing contract.  [The contract was originally executed by Nassau County on April 21, 2009]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP. The original contract was entered into after a RFP was issued. Proposers were notified by a legal notice posted in Newsday and through the County website. Nine proposals were received and the highest four technically ranked firm was selected. Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.
IV.   Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.
☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.
V. $\square$ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.
A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

□ D. Pursuant to General Municipal Law Section 119-0, the department is purchasing the services required through an inter-municipal agreement.

VI. 

This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

<u>In addition</u>, if this is a contract with an individual or with an entity that has only one or two employees:

□ a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

November 15, 2012

Date

<u>NOTE:</u> Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

# COUNTY OF NASSAU DEPARTMENT OF PUBLIC WORKS CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm;	VHB Engineering, Surveying and	Landscape Architecture, P.C.
Address:	2150 Joshua's Path, Suite 300	
City and State:	Hauppauge, New York	7- a. 11788
2. Firm's Vendor Id	entification Number: 04-34726	Zip Code 11788
3. Type of Business:	· ·	
	Ltd Liability Company	Closely Held Corp.  Closely Held Corp.  Frofessional Corporation
4. List names and ad- all corporate office	drace of all advantages to be at 12 to 11 to 12	
ticcessary)	- 23 ar Parison of south southfield the aft 118015	serving on the Board of Directors or comparable body, all partners and limited part abers and officers of Limited Liability Companies (attach additional sheet (s) if
	1	
	ert Brustlin, President, 101 Walnut Strae	
Johr	Jackson, Chief Financial Officer, 101	Walnut Street, Watertown, MA 92471
Ann	B Zebrowski, Officer & General Counsel	, 101 Walnut Street, Watertown, MA 02471
<u> </u>		
Rober	The second secon	vn, CT 06467
	- The state of the	vn, CT 06467
	Partie of the Control	
List all affiliated and disclosure form for e	related companies and their relationship to ach affiliated or subsidiary company)	the firm entered on line I (one) above [if none, enter "None"] (* include a separa (attach additional sheet (s) if necessary).
*	Vanasse Hangen	
	337	
VERIFICATION: This of executing contracts own knowledge, true.	s section must be signed by a principal of th. The undersigned affirms and so swears the	the Consultant, Contractor or Vendor authorized as signator of the firm for the purpo at he/she has read and understood the foregoing statements and they are, to his/her
	Print Name:	
	Title:	General Counsel

#### Vanassa Hangen Brustlin, Inc. Common Stock Stimmary 2011

٠	10/0	1/11
	h. 1 -	

•			•	· No. of	
· 8	ate Office	Sec	. Shareholder	Shares (ending	. %
MA	Watertown	34	Albee, Robert R.	500	0.06% Asson
MÀ		98	Allobalio, Michael J.	500	
MΑ	· Waterlown	130		500	
VA		131		500	
R∤	RI	87	Ashworth, William R.	. 2,670	
NH		20	Baker, Christopher D.	• .	
NH		33		3,060	
MA			Bakos, Gregory L.	5,200	
		63	Ballou, Robert C.	2,470	
VA	Williamsburg	21	Barker, Nancy G.	13,400	
VA	VA Beach .		Barry, Larry	1,909	
VA	Richmond	149		" 500	
Ri	RI	35	Beaulieu-Shes, Christine	0	0.00% Principal
MΑ	Worcester	22	Bechard, John J.	8,500	1.04% Principal
FL	Orlando	84	Berlondini, Mark F.	2,195	0.27% Principal
MA	Boston	116	Black, David R.	600	0.06% Assoc
ИH	ИН	99	Bobay, Christopher M.	600	0.06% Assoc
VA	Tysons Corner	10	Bohn, David A.	,40,760	4.99% Sr. Principal
RI	RI	100	Bolsvert, Arthur W.	0	0.00% Assoc
MΑ	Watertown	66	Bolevert, James L.	600	0.06% Assor
MA	Walertown	23	Bonsignore, Ruth M.	15,360	
MA	Watertown	66	Baswarth, Gregory M.	- 5,920	
NH	NH	36	Bousa, Mary Robin	2,770	0.34% Principal
MA	Watertown	67	Bousquel, Russell J.	500	0.06% Assoc
MÁ	Watertown	198	Bozadjian, Rebecca	430	0.05% Assoc
FL.	Orlando	62	Brown, Robert S.	501	0.06% Principal
MA	Watertown	1	Brusilin, Robert S.	δ1,000	6.24% Sr. Principal
NH	NH	132	Bryant, Timothy S.	600	0.06% Assco
VA	Richmond	37	Burdick, Michael S.	600	
NH	NH .	133	Bussiere, Louise J.	500	0,06% Assoc 0,06% Assoc
NY	NY	175	Buttaçavoll, David G.	600	0.06% Assoc
MA	Watertown	211	Byrne, Peter	384	
MA	Boston	38	Carey, Richard H.	2,070	0,05% Assoc
· FL	Orlando	39	Carragher, Michael J.		0.25% Principal
ŊĴ	NJ		Caruso, David M.	. 13,960 500	1.71% Sr. Principal 0.06% Assoc
MA	Watertown		Castelli, Laura M.	500	
VA	Richmond		Chapman, R. Scott	500 500	0.08% Assoc 0.06% Assoc
MA	Springfield		Chase, Malthew J.	500	0,06% Assoc
MA	Waterlown	•	Cheung, Rocky L.	500	0.06% Assoc
VA	VA Beach		Chewning, B, Scott	384	0.05% Assoc
OT	OT.		Christman, Robert	10,950	1.34% Sr. Principal
NH	NH		Clary, Peler A.	430	0.05% Assoc
RF	Ri		Codega, Rence t	500	0.06% Assoc
Vľ	Vľ		Colgan, Mark A.	4,570	0.56% Principal
MA	Watertown		Collins, Colleen	500	0.06% Assoc
MD	Silver Spring		Conklin, Christopher R.	2,820	0.35% Principal
MA	Watertown		Cooke, Donald J.	3,760	0.46% Principal
MA	Watertown		Coste, Michael J.		0.38% Principal
RI	RJ		Courtemanche, Suzanno		0.04% Assoc
MA	Watertown		Cranshaw, William N.		0.06% Assoc
MA	Waterlown		Crouch, Gene F.		0.00% Assoc
MA .	Waterlown		Dagley, Ronald S.		0.06% Assoc
VA	Tysons Corner		Pally, Christopher	•	0.04% Assoc
RI	RI	181 E	PAmello, Scott		0.06% Assoc
CT	CT		Danforth, Christopher C.		0.25% Prinolpal
CT	CT		Paring, Gordon R.		0.06% Assoc
VA	Richmond		Deloye, Kevin R.		1.26% Sr. Principal
MA T	Waterlown		erdiarian, Stephen F.		0,06% Assoc
R!	RI		leSants, William J.		0.49% Principal
VA	Williamsburg		lewill, George C.		0.30% Principal
MA	Boston		Benedetto, Louis	* .	0.06% Assoc
MA	Watertown		lorio, James L.		1.11% Sr. Principal
MA	Watertown		iPietro, Frank D.		0.00% Assoc
VÍΑ	Watertown		omigan, Patricia G.		0.45% Principal
MA	Waterlown		orokhin, Victoria		1.06% Assoc
			-	'	

# Vanasee Hangen Brustlin, Inc. Common Stock Summary 2011

#### 10/01/11 No. of

				. No. of	
9ta	* : / :	Seq.	Shareholder	Shares (ending	
МA	Watertown	26	M. Robert M., Robert M.	16,750	3 2.05% Sr. Principal
MA	Watertown	135	Dunford, Patrick T.	. 506	
RI	NY,	150	Dupuis, Richard M.	- 600	0.06% Assoc
NO	Raleigh	151	Ecoles, Kimberly A.	3,320	0.28% Principal
MA	Waterlown	42	Elsenberg, Belhany E.	500	0.08% Assoc
MA	Watertown	74	Elsenberg, Terri B.	500	0.06% Assoc
NY	NY	207	Elkowitz; Theresa	2,660	0.31% Principal
ИJ	ИJ		Eng-Wong	1,877	0.23% Principal
MA	Walerlown	106	Engel, Maria 8.	2,070	0.26% Principal
NΥ	NY -	148	Eschbacher, Robert M.	2,920	
MA	Watertown		Fasser, James E.	009	
MA	Waterlown	6	Feinstein, Jonathan L.	43,358	5.31% Sr. Principal
MA	Waterlown	152	Flak, Karen A	. 600	
cr.	.CJ . •		Fontaine, Robin A.	6 <b>0</b> 0	0.06% Assoc
٠VA	Williamsburg		Frye, Christopher W.	500	0.06% Assoc
MA	Springfield	95	Furman, John J,	. 500	0.06% Assoc '
V۸	<ul> <li>Tysons Corner</li> </ul>		Gay, Christopher	0	0.00% Principal
ŊY	<b>МХ</b> · .	208	Gennaro, Kimberly	430	0.05% Assoc
NH	NH .		Goodrich, Gregory	. 339	
NH	· NH	75	Grande, Anthony .	3,540	0.43% Principal
MA	Waterlown	43	Greenberg, David M.	500	
NH	NH		Guertin, Paul G.	600	0.06% Assoc
ИН	NH ,		Gunn, Salfy M. 🔻 🔻	. 500	0.03% Assoc
C)	CT .	aa	Gustafson, Dean E,	. 500	
MA	Waterlown		Hagen, Jr., Winston H.	. 600	0.06% Assoc
MA	Waterlown		Hahn, Hugh G.	3,250	0.40% Principal
FL	Orlando	•	Hall, James R.	384	0.05% Assoc
, NH	ИH		Hall, Matthew D.	500	0.06% Aasoc
NY	Albany		Helstead, Preston	386	0.06% Assoc
MA	Watertown		langen, Richard E.	2,500	0.81% Sr. Principal
MA	Watertown.		dart, Randalt C,	2,470	· 0.30% Principal
RI	RI		lartman, Ronald J.	500	0,06% Assoc
MÅ	Boston		iemenway, Kalhieen A.	600	0.00% Assoc
MA	Boston		terr, Joseph R.	5,650	0.69% Principal
MA .'	Watertown -		lession, John M.	0	0.00% Principal
NH VA	NH 14/01		lodgdon, Steven M.	200	0,06% Asser
MA	Williamsburg	165	logan, Timothy J.	600	0.06% Assoc
VA	Waterlown	137 F	tollworth, Alchard S.	3,020	0.87% Principal
MA	Tysons Corner		lughes, Warren E.	0	0.00% Principal
MA	Waterlown Waterlown		ackmin, Thomas W.	3,120	0.38% Pricelpal
FL	Orlando		ackson, John B.	14,450	1.77% Sr. Principal
NH	VI-1.		ennings, John R. •	7,060	0.86% Principal
MA	Boston		ohnson, Glen E. Unghans, Mark S.		0.06% Assoc
NJ	NJ		unghana, Michael W.	5,650	0.68% Principal
MA	Waterlown		alikiri, Vinod K.		0.28% Principal
CT	CT .		arimi, Vahid		0.06% Assoc
MA	Walertown .		ealey, Mailhew J.	500	0.06% Assoc
MA	Watertown		ennedy, John J.	18,400	0.06% Assoc 2.26% Sr. Principal
NH	NH.	28 K	ennedy, Martin F.		
VA	Williamsburg		elterling, Orad	5,000	1.11% Sr. Principal
MA	Waterlown		odur, Keri L.	. 2,640	0.06% Assoc 0.31% Principal
FL	Orlando		olb Jr., Joseph F.	500	0.06% Assoc
CT	CT		osalski, Daniel E.	500 500	0.06% Assoc
NJ '	ŊĴ		aft, Walter	1,877	0.23% Principal
MA	Waterlovn		emer, Susan H.	430	0.05% Assoc
MA	Waterlown		andry, Douglas L.	6,435	0.79% Principal
	Boston	122 La	issitar, Gregory I.,		0.00% Principal
	Watertown		e, Saj-Kwong		0.06% Assoc
	NH		edy, Gordon		0.32% Principal
	Waterlown		nhardt, Tracle		0.04% Assoc
	NH'		o, Michael J.		0.04% Assoc
	or		ertine, Michael P.		0.26% Principal
	Richmond		nderman, Diane M,		0.25% 'Assoc
	•			500	ANA IS WESTE

# Vanasse Hangen Brustiin, Inc. Common Stock Summary 2011

•				10/01/11	
	laia Office	<b></b>		No. of	
M	late, Office	98Q		Shares (ending	
MA		106 214	Lizolte, Craig C. Louro, Mark R.	. 500 384	
MA		123	Lovell, Chris M.	2,170	
VA	Туволь Сот	ar 62	Lower, Teresa A.	3,410	
RJ	RI	7	Lucivero, Thomas	44,200	
MA		29	Lurie, Carol A.	8,430	
MA MA		138 9	Lydon, John L.	500	
MA		14	Maopherson, Philip J. Magni Jr., Joseph D.	29,800 8,500	
NY	NY		Manning, David	339	
MA		124	Manning, Sean M.	600	0.06% Assoc
YM	NY	162	Mazzola, Thomas A.	600	0.08% Assoc
MA MA	Boslon Watertown	53 - 86	MoArdle, Michael S.	2,460	0.30% Principal ·
MA	Waterlown	216	Mointosh, Timothy B. Mointyre, David L.	500	0.06% Assoc
MA	. Waterlown	~,0	McKiniay, Paul	384 339	0.05% Assoc 0.04% Assoc
. MA	<b>Watertown</b>	30	McNelce, Michael E.	13,750	1.68% Sr. Principal
MA	Walertown		MaNell, Loe T.	7,160	0.87% Principal
; FL Ri	· Orlando		Miller, Şiephon	1,009	0.23% Principal
MA	RI Watertown		Mobelg, Susan E. Morrison-Logan, Geoffrey M	2,070	0.26% Principal
MA	Boston		Moshler, Howard F,	384 500	0.06% Assoc 0.06% Assoc
, RI	RI		Moura, Antonio S.	. 0	0.00% Assoc
MA	Waterlown		Mulse, Howard W.	500	0.06% Assoc
MA MA	Waterlown		Murphy, Julia M.	500	0,06% Assoc
VA	Watertown Tysons Corner	64 / 187 (	Murphy, Patriola	600 500	0.06% Assoc
MA	Watertown		Nabors, Daniel T. Nagi,/Rebert L.	500 3,415	0.06% Assoc
MA	Welertown		Vauyokas, Paul Y.	2,410	0.42% Principal 0.06% Assoc
AL,	VT .	197 M	Velson, Jeffrey A.		0.35% Principal
MA	Waterlown		lichols, Susan A.	500	0.06% Assoc
MA VT	Watertown VT		lowek, Christopher D		0.06% Assoc
MA	Wellertown		łoyes, Ryan B. Iurzynski, Darėk		0,06% Assoc
MA	Watertown		Callaghan, Francis S.		0.06% Assoc 5.35% Sr. Principal
VA	Tysons Corner	191 O	Connell, Charles		0.06% Assoc
, RI	RI	67 C	Connor, Timothy M.		0.00% Principal
CT CT	CT CT	79 O 68 O	Leary, Patrick N.		0.87% Principal
FL	Orlando	192 O	'Nelli, Slephen J. siecki, Stephen A.		0.27% Principal
MA	Watertown		adlen, Daniel J.		0.06% Assoc 0.06% Assoc
MΆ	Waterlown		alewonsky, Michael .		0.04% Assoc
RI VT	RI VI		alei, Bharal		0.42% Principal ·
۴L	Orlando		erry, Ameddia J. erry, David		0.05% Assoc
RI	RI		alerson, Jeffrey C.		),04% Assoc ).06% Assoc
MA	Watertown	60 Pi	ckert, David S.		28% Principal
RI	RI		sano, James M.	600 C	.06% Aasoo
MA	Waterlown		uitzau, Curtis Ř.	500 C	,06% Assoc
FL MA	Orlando Walertown		ekleck, Anthony P. egan, Michael		.06% Asson
VA	Willamsburo		ynolds, R. Neville		l.04% Assoc l.91% Principal
MA	Walerlown	110 Ric	chards, Heidl U.		.06% Assoc
VA	VA Beach		vier, Vaughn		.23% Principal
ma' fl	Watertown Sarasola		ache, William J.	46,000 5	.63% Sr. Principal
	VA Beach		berlson, Henry C. dman, Kennoth E.		.08% Assoc
	Willemaburg		meo, Stephen		.28% Principal .23% Principal
VĄ	VA Beach	166 Ros	sser, Tyson N.		.06% Assoc
	Waterlown		y, Leo P.	2,620 0.	32% Principal
	C.L N.J.		ss, Donald M.	600 <b>0.</b>	06% Assoc
			lherford, Shannon K. scardl, John J.		06% Assoc
			iff, David B.		23% Principal 23% Principal
				1,000 0.	~ ^ 10 1 fain/hai

#### Vanassa Hangen Brustlin, Inc. Common Stock Summary 2011

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State					No. i	of .		
MA   Watertown   194   Soliwarz, Felipe R.   500   0.06% Association   51   Solient, James   1,909   0.23% Principal   52   52   52   52   52   53   53   54   54   54   54   54   54		***************************************			Shares (e	nding)	%	
MA				Schwartz, Kenneth.A.	•	4,640	0.67%	Principal
F.L.   Orlanda   216   Solfen, James   1,909   0,23%   Principal   1,909   0,26%   P			194	Sohwarz, Felipe R.		500		
Cr.   Sarasor   Sarvisa, Gary M.   3,210   0,39% Principal				Sollen, James		(,909		
VA         Williamsburg         188         Sewell, Randy         500         0,06% Assoo           VA         Williamsburg         125         Sledd, Alvin D.         0,00% Assoo         0,00% Assoo           RI         RI'         142         Smedberg, Robert J.         600         0,66% Assoo           NY         White Plains         225         Smith, David         339         0,04% Assoo           NY         White Plains         225         Smith, David         339         0,04% Assoo           NY         NY         170         Scldano, Dlana M.         0         0,06% Assoo           NY         NY         170         Spittel, Scott R.         600         0,06% Assoc           MA         Watertown         141         Stronsen, Peter T.         500         0,06% Assoc           MA         Watertown         143         Stronsen, John M.         2,00         0,06% Assoc           MA         Watertown         143         Stronsen, John M.         2,120         0,26% Principal           NH         NH         NH         31         Stronsen, John M.         2,120         0,26% Principal           RI         RI         127         Taglianetli, Oavid         2,470         0			61	Serviss, Gary M.	;	3,210	0.39%	Principal
VA         Williamsburg         125         Sledd, Alvin D.         0         0,00% Assoc           MA         Boston         17         Sloan-Rossiter, Susan P.         8,160         1,00% Principal           RI         RI'         142         Smecberg, Robert J.         500         0,06% Assoc           NY         White Plains         225         Smith, Michelle J.         500         0,06% Assoc           NY         NY         170         Soldano, Diana M.         0         0,06% Assoc           NY         NY         171         Splital, Scott R.         500         0,06% Assoc           NY         NY         171         Splital, Scott R.         500         0,06% Assoc           NY         NY         171         Splital, Scott R.         500         0,06% Assoc           NY         NY         171         Splital, Scott R.         500         0,06% Assoc           NY         NY         171         Splital, Scott R.         500         0,06% Assoc           NY         NY         171         Splital, Scott R.         500         0,06% Assoc           NA         Watertown         143         Standley, Lisa A.         8,050         0,06% Assoc			169	Sewell, Randy				
MA         Boston         17         Slozan-Roselter, Susan P.         8,160         1,00% Principal           RI         RI'         142         Smedberg, Robert J.         500         0,68% Assoo           VA         Tysons Corner         143         Smith, David         339         0,04% Assoc           VA         Tysons Corner         143         Smith, Michelle J.         500         0,06% Assoc           NY         NY         170         Soldeno, Dlana M.         0         0,06% Assoc           NY         NY         171         Splital, Scott R.         690         0,06% Assoc           NY         NY         171         Splital, Scott R.         690         0,06% Assoc           RI         120         Standley, Lisa A.         8,060         0,99% Principal           NA         Watertown         31         Standley, Lisa A.         8,060         0,99% Principal           VA         VA Beach         126         Stronach, John M.         2,120         0,06% Assoc           RI         RI         127         Taglianelli, Oavid         2,470         0,30% Principal           NH         NH         NH         NH         100         1,00%         1,00%         1,00%		Williamsburg				•		
RI			17 .	Sloan-Rossiter, Susan P.		1.150		
NY         White Piehs         225         Smith, David         339         0.04% Assoc           VA         Tysons Corner         143         Smith, Michelle J.         600         0.06% Assoc           NY         NY         170         Soldeno, Dlana M.         0         0.06% Assoc           MA         Watertown         81         Sorensen, Peter T.         500         0.06% Assoc           NY         NY         171         Splital, Scott R.         600         0.06% Assoc           MA         Watertown         144         Staffler, Kenneth S.         600         0.06% Assoc           MA         Watertown         31         Standley, Lisa A.         8,050         0.99% Principal           VA         VA Beach         126         Stronach, John M.         2,120         0.26% Principal           NH         NH         Stennen, Mack         339         0.04% Assoc           RI         RI         127         Tasker, Bruco A.         2,156         0.26% Principal           NJ         NJ         Tauth, Marifin         1,877         0.23% Principal           VA         Richmond         4         Thomas, Stephen W.         44,200         5,41% Sr. Principal           NH			142	Smedberg, Robert J.		-	0.08%	Assoc
VA         Tysons Corner         143         Smith, Michelle J.         600         0.06% Assoc           NY         NY         170         Soldano, Diana M.         0         0.00% Assoc           NY         NY         171         Spittal, Scott R.         500         0.06% Assoc           NY         NY         171         Spittal, Scott R.         500         0.06% Assoc           MA         Waterlown         144         Staffler, Kenrieth S.         500         0.06% Assoc           MA         Watertown         31         Standley, Lisa A.         8,060         0.08% Principal           NA         VA Beach         126         Stronach, John M.         2,120         0.26% Principal           NH         NH         NH         Stronach, John M.         2,120         0.26% Principal           NH         NH         Stronach, John M.         2,120         0.26% Principal           NH         NH         32         Tasker, Bruco A.         2,156         0.26% Principal           NJ         NJ         Tauker, Bruco A.         2,156         0.26% Principal           NA         Walchown         145         Trans, Stephen W.         44,200         541% Sr. Principal           NH </td <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>								
NY         NY         170         Soldano, Diana M.         0         0.00% Assoc           MA         Watertown         91         Sorensen, Peter T.         500         0.06% Assoc           NY         NY         171         Splital, Seott R.         600         0.06% Assoc           RI         RI         200         Staboch, Jonathan B.         430         0.05% Assoc           MA         Watertown         144         Standley, Lisa A.         8,050         0.99% Principal           VA         VA Beach         126         Stronach, John M.         2,120         0.26% Principal           NH         NHI         Suennen, Mark         339         0.04% Assoc           RI         RI         127         Taglianelli, David         2,470         0.30% Principal           NJ         NJ         Tauto, Marlin         1,877         0.23% Principal           VA         Richmond         4         Thomas, Stephen W.         44,200         5,41% Sr. Principal           NH         NH         204         Tinuts, Jacob T.         430         0.05% Assoc           MA         Watertown         145         Varrell, Matthew D.         500         0.06% Assoc           NJ         NJ				Smith, Michelle J.	·			
MA         Watertown         81         Sorensen, Peter T.         500         0.06% Assoc           NY         NY         171         Splital, Scott R.         600         0.06% Assoc           RI         RI         200         Stabach, Jonathan B.         430         0.06% Assoc           MA         Watertown         143         Staffler, Kenrieth S.         500         0.06% Assoc           MA         Watertown         31         Standley, Liea A.         8,060         0.99% Principal           VA         VA Beach         126         Stronach, John M.         2,120         0.26% Principal           NH         NH         32         Tasker, Bruco A.         2,156         9,26% Principal           NJ         NJ         Tasker, Bruco A.         2,156         9,26% Principal           NH         NH         204         Tinus, Jacob T.         46,200         5,41% Sr. Principal           NH         NH         Varren			170	Soldano, Diana M.				
NT					•		0.06%	A sene
Rf   203   Stabach, Jonathan B.   430   0.05%. Assoc			171	Spillal Scott R				
MA			200					
MA         Watertown         31         Standley, Lisa A.         8,050         0.99% Principal           VA         VA Beach         126         Stronach, John M.         2,120         0.26% Principal           NH         NHI         Suennen, Mark         339         0,04% Assoc           RI         RI         127         Taglianetli, David         2,470         0,30% Principal           NH         NHI         32         Tasker, Bruse A.         2,155         0,26% Principal           NJ         NJ         Taub, Martin         1,677         0,23% Principal           VA.         Richmond         d.         Thomas, Stephen W.         44,200         5.41% Sr. Principal           NH         NH         204         Tinus, Jacob T.         430         0,05% Assoc           MA         Watertown         195         Turner, Selby L.         600         0,06% Assoc           MA         Watertown         145         Varuenl, Matthew D.         500         0,06% Assoc           MA         Watertown         113         Vallocovio, Vera         600         0,06% Assoc           MA         Watertown         113         Vellocovio, Vera         600         0,06% Assoc           MA			144	Staffler, Kenneth S.				
VA         VA Beach         126         Stronach, John M.         2,120         0.26% Principal           NH         NFI         Suennen, Mark         339         0.04% Assoc           RI         RI         127         Taglianelli, David         2,470         0.30% Principal           NH         NH         32         Tasker, Bruce A.         2,155         0,26% Principal           NJ         NJ         Taub, Marlin         1,877         0,23% Principal           VA.         Richmond         4         Thomas, Stephen W.         44,200         541% Sr. Principal           VA.         Richmond         4         Thomas, Stephen W.         44,200         541% Sr. Principal           NH         NH         195         Turner, Selby L.         600         0,06% Assoc           MA         Waldrlown         145         Variell, Malthew D.         500         0,06% Assoc           RI         112         Variell, Malthew D.         500         0,06% Assoc         0,06% Assoc           NJ         NJ         Variell, Malthew D.         500         0,06% Assoc         0,06% Assoc           RI         RI         112         Variell, Malthew D.         500         0,06% Assoc           N								
NH         NFI         Suennen, Mark         339 - 0,04% Assoc           RI         RI         127         Taglianelli, David         2,470 - 0,30% Principal           NH         NHI         32         Tasker, Bruso A.         2,155 - 0,26% Principal           NJ         NJ         Taub, Martin         1,877 - 0,23% Principal           VA.         Richmond         4         Thomas, Stephen W.         44,200 - 5,41% Sr. Principal           NH         NHI         204         Thus, Jacob T.         430 - 0,05% Assoc           MA         Waterlown         195         Turner, Selby L.         600 - 0,06% Assoc           MA         Waterlown         145         Varrell, Matthew D.         500 - 0,06% Assoc           MA         Waterlown         145         Varrell, Matthew D.         500 - 0,06% Assoc           MA         Waterlown         145         Varrell, Matthew D.         500 - 0,06% Assoc           MA         Waterlown         145         Varrell, Matthew D.         500 - 0,06% Assoc           MA         Waterlown         145         Valledovio, Vera         600 - 0,06% Assoc           MA         Waterlown         174         Vellecovio, Vera         600 - 0,06% Assoc           FL         Orlando							0.28%	ranoipai, Principai
RI		-NH		Suennen, Mark	. ~		0.04%	innorpai Seene
NH         NFI         32         Tasker, Bruse A.         2,155         0.26% Principal           NJ         NJ         Tautb, Martin         1,877         0.23% Principal           VA.         Richmend         d.         Thomas, Stephen W.         44,200         5.41% Sr. Principal           NH         NH         20         Truner, Selby L.         600         0.05% Assoc           MA         Waterlown         145         Varrell, Matthew D.         600         0.06% Assoc           MA         Waterlown         145         Varrell, Matthew D.         600         0.06% Assoc           NJ         NJ         Vaughn, Shane Marle         500         0.06% Assoc           NJ         NJ         Vallectown         600         0.06% Assoc           NJ         NJ         Vallectown         133         0.06% Principal           NJ         NJ         Vallectown         143         0.06% Principal           NH			127	Taglianelli, David	2	470	0.30%	doctinat
NJ         NJ         Taub, Martin         1,877         0.23% Principal           VA         Richmond         4         Thomas, Stephen W.         44,200         5.41% Sr. Principal           NH         NH         204         Tinuts, Jacob T.         430         0.05% Assoc           MA         Waitertown         195         Turner, Selby L.         600         0.06% Assoc           MA         Waitertown         145         Varrell, Matthew D.         500         0.06% Assoc           Ri         Ri         112         Vaughn, Shane Marle         500         0.06% Assoc           NJ         NJ         Veeregowda, Babu         1,877         0.23% Principal           MA         Watertown         113         Velkovlo, Vera         600         0.06% Assoc           MA         Watertown         174         Vullecohla, David M.         3,930         0.46% Principal           MA         Watertown         174         Vullecohla, David M.         3,930         0.46% Principal           FL         Orlando         219         Walsh, Kevin         1,999         0.23% Principal           MA         Watertown         205         Wafsh, Rita G.         430         0.06% Assoc <td< td=""><td></td><td></td><td>32</td><td>řasker, Bruce A.</td><td></td><td>156</td><td>0.26% I</td><td>Principal</td></td<>			32	řasker, Bruce A.		156	0.26% I	Principal
VA.         Richmond         8         Thomas, Stsphen W.         44,200         5.41% Sr. Principal           NH         NH         204         Thrus, Jacob T.         430         0.05% Assoc           MA         Waitertown         195         Turner, Selby L.         500         0.06% Assoc           MA         Waitertown         145         Varrell, Matthew D.         500         0.06% Assoc           RI         112         Vaughn, Shane Marle         500         0.06% Assoc           NJ         NJ         Veergowda, Babu         1,877         0.23% Principal           MA         Watertown         113         Vellokovic, Vera         500         0.06% Assoc           MA         Walertown         174         Vivilecohia, David M.         3,930         0.46% Principal           MA         Walertown         174         Vivilecohia, David M.         3,930         0.46% Principal           FL.         Orlando         219         Walsh, Kevin         1,999         0.23% Principal           MA         Watertown         205         Wafsh, Rita G.         430         0.06% Assoc           MA         Watertown         146         Wanat, Joseph T.         500         0.06% Assoc								
NH				Thomas, Stephen W.			5.41% 5	r Princinal
MA         Waterlown         195         Turner, Selby L.         600         0,06% Assoc           MA         Waterlown         145         Varrell, Matthew D.         500         0,06% Assoc           RI         RI         112         Vaughn, Shane Marle         500         0,06% Assoc           NJ         NJ         Veeregowda, Babu*         1,677         0,23% Principal           MA         Watertown         113         Vellokovio, Vera         600         0,06% Assoc           MA         Watertown         174         Villecohia, David M.         3,930         0,48% Principal           NH         NH         128         Walker, Peter J.         2,070         0,26% Principal           FL         Orlando         219         Walsh, Kevin         1,909         0,23% Principal           MA         Watertown         205         Waff, Rita G.         430         0,06% Assoc           MA         Watertown         146         Wanat, Joseph T.         500         0,06% Assoc           MA         Watertown         196         Whalley Jc., Thomas F.         6,050         0,04% Assoc           MA         Watertown         18         Wholley Jc., Thomas F.         6,050         0,06% Assoc		NH						
MA         Wâtérlown         145         Varrell, Matthew D.         500         0.06% Assoc           RI         RI         112         Vaughn, Shane Marle         500         0.06% Assoc           NJ         NJ         Veeregowda, Babu         1,877         0.23% Principal           MA         Walertown         113         Vellokovlo, Vera         600         0.06% Assoc           MA         Walertown         174         Vivilecohla, David M.         3,930         0.46% Principal           NH         NH         128         Walker, Peter J.         2,070         0.26% Principal           FL.         Orlando         219         Walsh, Kevin         1,909         0.23% Principal           MA         Walertown         205         Wafsh, Rita G.         430         0.06% Assoc           MA         Watertown         146         Warren, Eric E.         339         0.06% Assoc           MA         Watertown         146         Whalley, Edward A.         500         0.06% Assoc           MA         Watertown         18         Wholley Jr., Thomas F.         6,050         0,74% Principal           MA         Watertown         206         Willams, Suer         500         0.06% Assoc <td>-</td> <td>Walèrlown</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>	-	Walèrlown						
RI         RI         112         Vaughn, Shane Marle         500         0,06% Assoc           NJ         NJ         Veeregowda, Babu         1,877         0,23% Pdincipal           MA         Watertown         113         Velokovic, Vera         600         0,06% Assoc           MA         Walertown         174         Vtvliceohia, David M.         3,930         0,46% Principal           NH         NH         128         Walker, Peter J.         2,070         0,26% Principal           FL         Orlando         219         Walsh, Kevin         1,909         0,23% Principal           MA         Watertown         205         Wefsh, Rita G.         430         0,06% Assoc           MA         Watertown         146         Wanat, Joseph T.         500         0,06% Assoc           MA         Watertown         196         Wanat, Joseph T.         500         0,06% Assoc           MA         Watertown         196         Whatley, Edward A.         500         0,06% Assoc           MA         Watertown         19         Wholley Jr., Thomas F.         6,050         0,74% Principal           MA         Watertown         20         Willmer, Reiph R.         490         0,66% Assoc <td></td> <td></td> <td></td> <td></td> <td></td> <td>500</td> <td>0.06% 4</td> <td>6640 . 10000</td>						500	0.06% 4	6640 . 10000
NJ         Veeregowda, Babu         1,877         0.23% Pdircipal           MA         Watertown         113         Velokovio, Vera         600         0.06% Assób           MA         Walertown         174         Vtvliceohla, David M.         3,930         0.48% Principal           NH         NH         128         Walkh, Kevln         1,909         0.25% Principal           FL         Orlando         219         Walsh, Kevln         1,909         0.25% Principal           MA         Waterlown         205         Wefsh, Rita G.         430         0.06% Assoc           MA         Waterlown         146         Wanat, Joseph T.         500         0.06% Assoc           MA         Watertown         196         Whatley, Edward A.         500         0.06% Assoc           MA         Watertown         19         Wholley Jr., Thomas F.         6,050         0.74% Principal           MA         Watertown         206         Wilmer, Reigh R.         490         0.06% Assoc           VA         Williamsburg         147         Wingard, Trola A.         500         0.06% Assoc           VA         Watertown         83         Wong, Sus W.         500         0.06% Assoc <t< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></t<>								
MA         Watertown         113         Vellokovlo, Vera         600         0.06% Assób           MA         Walertown         174         Vkillechila, David M.         3,930         0.46% Principal           NH         NH         128         Walker, Peter J.         2,070         0.26% Principal           FL         Orlando         219         Walsh, Kevin         1,909         0.23% Principal           MA         Watertown         205         Watsh, Rita G.         430         0.05% Assoc           MA         Waterlown         146         Wanat, Joseph T.         500         0.06% Assoc           FL         Orlando         Warren, Erlc E.         339         0.04% Assoc           MA         Watertown         196         Whalley, Edward A.         500         0.06% Assoc           MA         Watertown         18         Wholley Jr., Thomas F.         6,050         0.74% Principal           MA         Watertown         206         Wilmer, Raiph R.         490         0.06% Assoc           WA         Williamsburg         147         Wingard, Trola A.         500         0.06% Assoc           MA         Watertown         83         Wong, Sue W.         500         0.06% Assoc </td <td></td> <td>* *</td> <td>\</td> <td>eeregowda, Babu</td> <td></td> <td></td> <td></td> <td></td>		* *	\	eeregowda, Babu				
MA         Walertown         174         Vivilecohia, David M.         3,930         0.46% Principal           NH         NH         128         Walker, Peter J.         2,070         0.26% Principal           FL         Orlando         219         Walsh, Kevin         1,999         0.23% Principal           MA         Watertown         205         Wafsh, Rita G.         430         0.06% Assoc           MA         Waterlown         146         Wanat, Joseph T.         500         0.06% Assoc           FL         Orlando         Warren, Eric E.         339         0.04% Assoc           MA         Watertown         196         Whalley, Edward A.         600         0.06% Assoc           MA         Watertown         18         Wholley Jr., Thomas F.         6,050         0,74% Principal           MA         Watertown         206         Willorek, David C.         4,225         0,52% Principal           MA         Watertown         206         Wilmer, Raiph R.         490         0.06% Assoc           MA         Watertown         23         Wong, Sue W.         500         0.06% Assoc           MA         Watertown         33         Wong, Sue W.         600         0.06% Assoc <td></td> <td></td> <td>113 1</td> <td>felickovic, Vera</td> <td></td> <td></td> <td></td> <td></td>			113 1	felickovic, Vera				
NH			174 V	Wilecohia, David M.				
FL			128 V	Valker, Peter J.			0.26% P	ringinal
MA         Watertown         205         Wefsh, Rita G,         430         0.05% Assoc           MA         Watertown         146         Warrant, Joseph T,         500         0.06% Assoc           FL         Orlando         Warren, Eric E,         339         0.04% Assoc           MA         Watertown         196         Whalley, Edward A,         600         0.06% Assoc           MA         Watertown         18         Wholley Jr., Thomas F,         6,050         0.74% Principal           MA         Watertown         206         Wilmer, Relph R,         430         0.06% Assoc           VA         Williamsburg         147         Wingard, Trola A,         500         0.06% Assoc           VA         Watertown         83         Wong, Sue W,         500         0.06% Assoc           MA         Watertown         129         Wynne, Karen J,         2,270         0.28% Principal           FL         Orlando         92         Yeargalo, Paul W,         600         0.06% Assoc           MA         Watertown         84         Zebrowski, Anne P,         9,980         0,86% Principal           MA         Watertown         173         Zelazny, Adrien         500         0.06% Assoc     <			219 V	Valsh, Kevin			0.23% &	rindinal
MA         Watertown         146         Wanat, Joseph T.         500         0.06% Assoc           FL         Orlando         Warren, Eric E.         339         0.04% Assoc           MA         Watertown         196         Whatley, Edward A.         500         0.06% Assoc           MA         Watertown         18         Wholley Jr., Thomas F.         6,050         0;74% Principal           MA         Boston         19         Wilcock, David C.         4,225         0,52% Principal           MA         Watertown         208         Wilmer, Relph R.         430         0.06% Assoc           VA         Williamsburg         147         Wingard, Trola A.         500         0.06% Assoc           MA         Watertown         83         Wong, Sue W.         500         0.06% Assoc           MA         Boston         129         Wynne, Karen J.         2,270         0,28% Principal           FL         Orlando         92         Yeargain, Paul W.         500         0.06% Assoc           MA         Watertown         84         Zebrowekl, Anne P.         6,980         0,86% Principal           MA         Watertown         173         Zelazny, Adrien         500         0.06% Assoc     <		Waterlown	205 V	Valsh, Rita O.				
FIL Orlando   Warren, Eric E.   339 0.04% Assoc		Waterlown					ነ ያያፀር	9800
MA         Watertown         196         Whatley, Edward A.         500         0.06% Assoc           MA         Watertown         18         Wholley Jr., Thomas F.         6,050         0:74% Principal           MA         Boston         19         Wilcook, David C.         4,225         0.52% Principal           MA         Watertown         206         Wilmer, Reigh R.         490         0.06% Assoc           VA         Williamsburg         147         Wingard, Trola A.         500         0.06% Assoc           MA         Watertown         83         Wong, Sus W.         500         0.06% Assoc           MA         Boston         129         Wynne, Karen J.         2,270         0.28% Principal           FL         Orlando         92         Yeargain, Paut W.         600         0.06% Assoc           MA         Watertown         84         Zebrowski, Anne P.         6,990         0,86% Principal           MA         Watertown         173         Zelazny, Adrien         600         0.06% Assoc					•	339 6	1.04% A	5000
MA         Watertown         18         Wholley Jr., Thomas F.         6,050         0;74% Principal           MA         Boston         19         Wilcock, David C.         4,225         0,52% Principal           MA         Watertown         206         Wilmer, Raiph R.         490         0.06% Assoc           VA         Williamsburg         147         Wingard, Trola A.         500         0.06% Assoc           MA         Watertown         83         Wong, Sue W.         600         0.06% Assoc           MA         Boston         129         Wynne, Karen J.         2,270         0,28% Principal           FI.         Orlando         92         Yeargain, Paut W.         600         0.06% Assoc           MA         Watertown         84         Zebrowski, Anne P.         8,980         0,86% Principal           MA         Watertown         173         Zelazny, Adrien         600         0.06% Assoc		Watertown	196 W	/halley, Edward A.				
MA         Boston         19         Wilcock, David C.         4,225         0,52% Principal           MA         Watertown         206         Willmer, Reight R.         430         0.06% Assoc           VA         Williamsburg         147         Wingard, Trola A.         500         0.06% Assoc           MA         Watertown         83         Wong, Sue W.         500         0.06% Assoc           MA         Boston         129         Wynne, Karen J.         2,270         0.28% Principal           FL         Orlando         92         Yeargain, Paul W.         600         0.06% Assoc           MA         Watertown         84         Zebrowski, Anne P.         8,980         0,86% Principal           MA         Watertown         173         Zelazny, Adrien         500         0.06% Assoc		Waterlown	18 W	holley Jr., Thomas F.				
MA         Watertown         208         Wilmer, Relph R.         490         0.06% Assoc           VA         Williamsburg         147         Wingard, Trola A.         500         0.06% Assoc           MA         Watertown         83         Wong, Sue W.         500         0.06% Assoc           MA         Boston         129         Wynne, Karen J.         2,270         0.28% Principal           FL         Orlando         92         Yeargain, Paul W.         600         0.06% Assoc           MA         Watertown         84         Zebrowski, Anne P.         8,980         0.86% Principal           MA         Watertown         173         Zelazny, Adrian         500         0.06% Assoc		Baston	19 W	llocok, David C.				
VA         Williamsburg         147         Wingard, Trola A.         500         0.06% Assoc           MA         Watertown         83         Wong, Sus W.         500         0.06% Assoc           MA         Boston         129         Wynne, Karen J.         2,270         0.28% Principal           FL         Orlando         92         Yeargain, Paul W.         600         0.06% Assoc           MA         Watertown         84         Zebrowski, Anne P.         8,980         0.86% Principal           MA         Watertown         173         Zelazny, Adrian         500         0.06% Assoc					•			
MA         Watertown         83         Wong, Sue W.         500         0.06% Assoc           MA         Boston         129         Wynne, Karen J.         2,270         0.28% Principal           FL         Orlando         92         Yeargain, Paul W.         600         0.06% Assoc           MA         Watertown         84         Zebrowski, Anne P.         8,980         0.86% Principal           MA         Watertown         173         Zelazny, Adrian         500         0.06% Assoc			147 W					
MA         Boston         129         Wynne, Karen J.         2,270         0.28% Principal           FL         Orlando         92         Yeargain, Paul W.         600         0.06% Assoc           MA         Watertown         84         Zebrowski, Anne P.         8,980         0.86% Principal           MA         Watertown         173         Zelazny, Adrian         500         0.06% Assoc								
FI.         Orlando         92         Yeargain, Paul W.         600         C.06% Assoc           MA         Watertown         84         Zebrowekl, Anne P.         6,980         0,86% Principal           MA         Watertown         173         Zelazny, Adrien         500         0.06% Assoc								
MA Watertown 84 Zebrowekl, Anne P. 6,980 0,86% Principal MA Watertown 173 Zelazny, Adrien 500 0.06% Assoc					-			
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MAA Decelor And The Control of the C			173 Ze	lazny, Adrian	-			
	MΑ.	Boston	172. Zh	nmerman, Krisline W				

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# COUNTY OF NASSAU DEPARTMENT OF PUBLIC WORKS CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

		•
l. Name o	Vanasse Hangen Brustlin, Inc.	
Address	101 Walnut Street, PO Box 9151	
City and	State: Watertown, MA 02471-9151	Zip Code 02471-9151
2. Firm's V	ender Identification Number: 04-2931679	Zip Code
	Business:	,
	Public Corps Partnership Sols Pro	prietorshipJoint Venture
	Ltd Liability Company Closely Held Corp	Other (specify)
4. List name	as and address of all principals that it all he will be	
all corpor necessary	ss and address of all principals; that is, all individuals serving on the Board of Dire ato officers, all parties of Joint ventures, and all members and officers of Limited )	setors or comparable body, all partners and limited partner. Liability Companies (attach additional sheet (s) if
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i. List all affii disclosure f	isted and related companies and their relationship to the firm entered on line 1 (or form for each affiliated or subsidiary company) (attach additional sheet (	
·	VHB Englneering, Surveying and Landscape Archite	cture, P.C.
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* .		
VERIFICAT of executing	TON: This section must be signed by a principal of the Consultant, Contractor or contracts. The undersigned affirms and so swears that he/she has read and undersige, but.	Yendor authorized as signator of the firm for the purpose
own knowle	dge, true.	soon me toregoing statements and they are, to his/her
Dated: //_	1-11 Similar / /// /sha	- 11 A I "
The state of the s	Signed: Will Copy	wren
	Print Name: Anne Zebrowski	
	A THE TAGING,	

翻 VHB Governance

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#### VHB Governance

#### VHB Board of Directors

Robert S. Brustlin, President and Chairman (term expires April 2014)
William J. Roache, Assistant Clerk (term expires April 2013)
Jonathan L. Feinstein (term expires April 2013)
Kenneth A. Schwartz (term expires April 2012)
John J. Kennedy (term expires April 2012)
Theresa Elkowitz (term expires April 2013)

Donald J. Cooke (term expires April 2014) Christopher R. Conklin (term expires April 2014)

Gerry Salontal (term expires April 2012)

#### **Elected Corporate Officers**

Robert S. Brustlin, President and Chairman of the Board John B. Jackson, Treasurer Robert M. Dubinsky, Clerk William J. Roache, Assistant Clerk Anne P. Zebrowski, General Counsel

### **Board Appointed Officers**

Michael J. Carragher James L. Diorio Vaughn Rinner David Perry

#### Vanasse Hangen Brustlin, Inc. Common Stock Summery 2011

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70	/0	1	n	1

			•	No. of		
*****	te Office	Sec		Shares (endin	g; %	
MA		34	Albee, Robert R.	50	0 0.06%	Assoc
MA		98	Altobello, Michael J.	.50		
MA	Waterlown	130		. 50	0,06%	Aseco
VA	VA Beach	131	Andrea, David W.	60		
RI	RI	87	Ashworth, William R.	2,67		Principal
NH	NH	20	Baker, Christopher D.	3,85		Principal
NH	NH	33	Bakos, Gregory L.	5,20	0.64%	Principal
MA	Watertown	63	Ballou, Robert C.	2,470		Principal
VA	Williamsburg	21	Barker, Nanoy G.	13,40		Sr. Principal
VA	VA Beach	220		1,909		Principal
VA	Richmond	149	,, =	500	0,06%	Assoc
RI	RI	36	Beaulieu-Shea, Christine	<b>⇒</b> (		Principal
MΑ	Worcester	22	Bechard, John J.	8,500	1.04%	Principal
FL	Orlando	64	Bertondini, Mark F.	2,196		Principal
MA NH	Boston	116		600		
VA	NH Throng Common	99	Bobay, Christopher M.	. 500		
RI	Tysons Comer RI		Bolin, David A.	40,750		Br. Principal
MA	Waterlown	100 65				
MA	Weterlown	23	Bolsvert, James L.	500		
MA	Watertown	66	Bonsignore, Ruth M.	16,350		er. Principal
МH	NH	36	Bosworth, Gregory M. Bouss, Mary Robin	6,920		
MA	Watertown	67	Bousquet, Russell J.	2,770 · 500		
MA	Waterlown.	198	Bozadian, Rebecca	430		
FL	Orlando	62	Brown, Robert S.	501		
МΛ	Watertown	1	Brustlin, Robert S.	51,000		rincipal Br. Principal
NH	NH	132	Bryant, Timothy 5.	500		
,VA,	Richmond	37	Burdick, Michael S,	500		
NH	ИН	133	Bussiere, Louise J.	500	0.06% A	
NΥ	NY	176	Buttacayoff, David G.	500	0.06% A	
MA	Watertown	211	Byrne, Peter	384	0.05% A	
MA	Boslan	38	Carey, Richard H.	2,070	0.25% P	
FL.	Orlando	39	Carragher, Michael J.	13,950		r. Principal
NJ	NJ	178	Caruso, David M.	500	0,06% A	
MA	Waterlown	177	Castelli, Laura M.	600	0.06% A	
VA	Richmond	134	Chapman, R. Scott	600	0.06% A	8\$00
MA	Springfield	178	Chase, Malthew J.	500	0.06%-ለ	
MA.	Watertown	94	Cheung, Rocky L.		. 0.06% A	
VA CT	VA Beach CT	212	Chewning, B: Scott	384	0.05% A	
NH	NH · ·	24 199	Christman, Robert	10,950	1.34% 8	r. Principal
Ri	RI	101	Clary, Peter A.	430	0.06% A	
VT	VI.	68	Codega, Renee L.	600	D.D6% As	
MA.	Watertown		Colgan, Mark A. Collins, Colleen	4,570	0.56% Pi	
MD	Silver Spring		Conklin, Christopher R.	2,820	0.06% A:	
MA	Waterlown		Cooke, Donald J.	3,760	0.85% Pr 0.46% Pr	
MΑ	Waterlown		Costa, Michael J.	2,910	0.36% Pr	
RI	RI		Courlemanche, Suzanne	339	0.04% As	
MA	Waterlown		Cranshaw, William N.	500		
MA	Watertown .		Crouch, Gene F.	.200	0.06%·As	
MA	Waterlown		Dagley, Ronald S.	500	0.06% As	
VA	Tysons Comer		Dally, Christopher	. 339	0.04% As	
RI	RI	181 i	D'Amelio, Scott	500	0.08% As	
CT	CT	117 (	Danforth, Christopher C.	2,070	0.25% Pr	
CT	CT		Daring, Gordon R.	500	0,06% As	
	Richmond		Deloye, Kevin R	10,300 -	1:26% Sr	Principal -
MA	Waleriown	71 [	Derdiarian, Stephen F.	600	0.06% As	
RI	RI		DeSantis, William J,	4,040	0.48% Pri	
VA	Williamsburg		Dewill, George C.	2,420	0.30% Pri	
MA,	Boston		iBenedello, Louis		0.06% As	\$0¢
	Watertown		Piorio, James L.	9,050	1.11% Sr.	
	Watertown Waterlown		MPleiro, Frank D.		0.00% As	
	watertown Watertown		omigan, Palricia G. Jorokhin, Vistorio	3,660	0.46% Pri	nolpal
· 473	4 A SUCK (PAA)	182 C	iorokhin, Victoria	500	0.06% Ass	soc

# Vanasse Hangen Brustlin, Inc. Common Stock Summary 2011

		•	•		01/11 o. of			
Sta	ile Office	Sec	. Sharcholder	-	(endin	ž %	•	
MÀ	Waterlown	26	Dubinsky Jr., Robert M.	· · · · · · · · · · · · · · · · · · ·	18,75		Sr, Principal	
MA	Walerlown	136			500			
RI	NY,	150	• • • • • • • • • • • • • • • • • • • •		600			
MA MA	Raièigh Walertown	151 42	Eccles, Kimberly A. Elsenberg, Bethany E.		2,320 600		Principal Asson	
MA	Watertown	74	Elsenberg, Terri B.	•	500			
NY	NY	207			2,550	٠ .	Principal	
ŊJ	NJ		Eng-Wong	•	1,877		Principal	
MA	Watertown		, Engel, Maria S.		2,070		Principal	
YK AM	NY Waterlown	140	Eschbacher, Robert M. Fasser, James E.		2,920 039		Principal Assoc	
MA	Waterlown	6	Felnstein, Jonathan L.	. `	43,355		Sr. Pri∩olpal	
MA	Watertown	152	Fisk, Karen A.		500			
CT	. CJr.		, Fontaine, Robin A.		600			
-VA MA	Williamsburg Springfield	108 95			600 600			
V۸	Tysona Corner		Furman, John J. Gay, Christopher		. 0		Associ Principal	
NY	ŊŶ	208	Gennaro, Kimberly		430			
ΝН	NH .	·	Goodrich, Gregory		339		Assoc ,	
NH	· NH	76	Grande, Anthony	:	3,540		Principal	
MA	Watertown NH	43 44	Greenberg, David M. Guerlin, Paul G.		500 500			
NH	NIS 1411	45	Gunn, Sally M.		500	•		
CT	CT	89	Gustafson, Dean E.	•	600			
MA	Watertown	107	Hagen, Jr., Winston H.		500			
MA	Waterlown	76	Hahn, Hugh G.		3,250		Principal	
FL. NH	Orlando NH	213	Hall, James R. Hall, Matthew D.		384 500	0.05% / 0.08% /		
NΥ	Albany	210	Halstead, Presion		386			
MA	Watertown	4	Hangen, Richard E.		2,600		∃r. Principal	
MA	Watertown .	46	Hart, Randall C.	•	2,470	0.30% (		
·RI MÅ	RI Boslon	153 82	Hartman, Ronald J. Hemenway, Kathleen A.		500 500	0.06% / 0:06% /		
MA	Boston	27	Herr, Joseph R.		6,650	0.69%		
МА	Walertown	96	Hession, John M.		. 0	0.00% F	*	
NΗ	NH		Hodgdan, Sleven M.		500	0.06%		٠
VA MA	Williamsburg Watertown	166 137	Hogan, Timothy J.		600	0.06% A		
VA	Tysons Corner		Hollworth, Richard S. Hughes, Warren E.	,	3;020 0	0.37% F 0.00% F		
MA-	Waterlown	121	Jackmin, Thomas W.		3,120	0.38% F	-	
MA	Watertown		Jaokson, John B.		4,450		r. Principal	
۴٤,	Orlando	•	Jennings, John R.		7,060	0,86% F		
NH MA	NIA: Boston		Johnson; Glen E. Junghans, Mark S.		600 500	0.06% A		
NJ	NJ		Junghans, Michael W.		5,550 2.270	0.68% F 0.28% F		
MA	Waterlown		Kalikiri, Vinod K.			0.06% A		
ा	CT .		Karimi, Vahid	•		0.06% A		
MA MA	Watertown		Kealey, Majihew J.			0.06% A		
NH	Watertown NH		Kennedy, Jöhn J. Kennedy, Martin F.		8,400 9,050		r. Principal r. Principal	
VA	Williamsburg		Kellerling, Brad		600	0.06% A		
MA	Watertown		Kobur, Keri L.		2,640	0.31% P		
FL OT	Orlando		Kolb Jr., Joseph F.		500	0.08% A		
ot Nj	MT C.I.		Kosalski, Daniel E. Kraft, Waller		500 1,877	0.06% A 0.23% P		
MA	Waterlown .		Kremer, Susan H.		•	0.05% A		
MA	_Waterlown_		andry, Douglas L.			0.79% P		
MA			assiter, Gregory L.	•	0	0.00% P	rincipal	
NH MA:	Walerlown . NH		se, Sai-Kwong		600	0.06% A		
MA	Watertown 1		.eedy, Gordon .enhardt, Tracie *	;	2,610 339	0.32% Pr 0.04% A:		
ЙH	NH.		.eo, Michael J,			0.06% A		
			iberline, Michael P.		2,120	0.26% Pa	incipal ·	
VΑ	Richmond	185 L	liiderman, Diane M.		500	0.06% 'A	\$506	

Silate   Office   Soc   Shareholder   Shares (spriling)   %					10/01/11	
MA         Watertown         188         Lozite, Oreig C.         600         0.08% Assoo         Assoo           MA         Bosslorr         214         Lovel, Christ M.         2,170         0.27% Principal           VA         Tysoos Corner         62         Lower, Torses A.         3,440         0.27% Principal           MA         Watertown         29         Luckero, Thomas         44,200         5,41% St. Principal           MA         Watertown         19         Macpherson, Philip J.         29,000         0.93% Assoo           MA         Watertown         19         Macpherson, Philip J.         29,000         0.95% Assoo           MA         Watertown         10         Macphar J.r., Joseph D.         5,000         0.00% Assoo           MA         Boslon         124         Macrola, Homas A.         500         0.00% Assoo           MA         Watertown         30         Modride, Macrola, Homas A.         500         0.00% Assoo           MA         Watertown         36         Modride, Michael S.         2,460         0.00% Assoo           MA         Watertown         16         Molnika, Devard F.         500         0.00% Assoo           MA         Watertown         16	Sla	ale Office	Seq	Shareholder		u' %
MA         Boston         214         Louro, Mark R.         384         0.05% Assoc         Assoc           VA         Tyeons Corner         62         Lower, Terosa A.         3,440         0.42% Principal           NA         Valerfown         198         Lufe, Gerd A.         4,420         5,41% Sr. Principal           MA         Waterfown         198         Lydon, John I.         500         0,69% Assoc           MA         Waterfown         14         Macpherson, Philip J.         28,000         3,650         0,69% Assoc           NY         NY         Macpherson, Philip J.         29,000         3,650         0,06% Assoc           NY         NY         Macpherson, Philip J.         36,00         0,06% Assoc           NY         NY         162         Macpherson, Philip J.         36,00         0,06% Assoc           NY         NY         17         Macpherson, Philip J.         4,600         0,00% Assoc           NY         NY         162         Macycle, Michael S.         4,600         0,00% Assoc           NA         Waterlown         30         Molholtyo, David L.         30         0,04% Assoc           NA         Waterlown         30         Molholtyo, David L.	MA	Walerlown	186			
Vi						
RI					• • •	
MA         Watertown         29         Lurie, Carol A.         9,430         0,79% Principal           MA         Watertown         198         Lydon, John L.         500         0,00% Assoc           MA         Watertown         14         Macphierson, Philip J.         29,000         0,00% Assoc           MA         Watertown         14         Macphierson, Philip J.         330         0,04% Assoc           MA         Boston         124         Manning, Ssan M.         500         0,06% Assoc           MA         Watertown         6         Martile, Michael S.         2,660         0,00% Assoc           MA         Watertown         30         Molfolisyr, David L.         684         0,09% Assoc           MA         Watertown         30         Molfolisyr, David L.         684         0,09% Assoc           MA         Watertown         30         Molfolisyr, David L.         684         0,09% Assoc           MA         Watertown         30         Molfolisyr, David L.         330         0,04% Assoc           MA         Watertown         30         Molfolise, Howard F.         1,160         0,07% Principal           FL         Orlando         217         Miller, Stephen         1,909 </td <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>						
MA         Waterlown         198         Lydon, John I., Joseph D. Macpherson, Philip J. 29,800         3.85% Sr. Principal Magni Jr., Joseph D. 8,500         0.06% Assoc O.80% Principal S. 500         0.06% Assoc O.80% A						
Magnil Jr., Joseph D.				Lydon, John L.	•	
NY         NY         Manning, David         339         0.04% Assoc           MA         Boelon         124 Manning, Sean M.         500         0.06% Assoc           MA         Boelon         63         MoArcile, Michael S.         2,460         0.30% Principal           MA         Waterlown         86         Mcfinlosh, Timothy B.         500         0.06% Assoc           MA         Waterlown         16         MoIntre, Dendrif L.         684         0.06% Assoc           MA         Waterlown         16         MoIntre, Dendrif L.         684         0.06% Assoc           MA         Waterlown         16         MoNele, Michael E.         13,750         1.83% 8r. Principal           MA         Waterlown         16         Mobele, Bicheef E.         1,009         0.23% Principal           MA         Waterlown         16         Morrison-Logan, Geoffrey M         334         0.06% Assoc           MA         Waterlown         16         Morrison-Logan, Geoffrey M         34         0.06% Assoc           MA         Waterlown         18         Murphy, Patricial         500         0.06% Assoc           MA         Waterlown         18         Murphy, Patricial         500         0.06% Assoc						
MA			74		-	** * * * * * * * * * * * * * * * * * * *
NY			124			
MA         Boston         53         MoArcle, Michael S.         2,460         0.30% Principal           MA         Waterlown         96         MoIntlosh, Timothy B.         600         0.05% Assoo           MA         Waterlown         30         MoIntleye, Dentid L.         684         0.66% Assoo           MA         Waterlown         30         MoNeloe, Michael E.         13,750         1.88% 6r. Principal           MA         Waterlown         16         MoNeloe, Michael E.         13,750         1.88% 6r. Principal           FL         Orlando         217         Miller, Stephen         1,909         0.23% Principal           MA         Waterlown         163         Morison-Logan, Geoffrey M         600         0.06% Assoo           MA         Waterlown         163         Morison-Logan, Geoffrey M         600         0.06% Assoo           MA         Waterlown         163         Morison-Logan, Geoffrey M         600         0.06% Assoo           MA         Waterlown         180         Murphy, Patricia         500         0.06% Assoo           MA         Waterlown         180         Murphy, Patricia         500         0.06% Assoo           Waterlown         180         Nicholes, Susan E.						
MA         Watertown Macrown         Molntyre David L. Modnlay, Paul Modnlay, Paul Molyles, Milohael E. Molyles, Stephen Molyles, Molyles, Stephen Molyles, Molyle						
MA         Watertown         Moldniay, Paul         339 0.04% Assoc           MA         Watertown         30 Molvades, Michael E.         13,750 1.58% Sr. Principal           FI, Orlando         217 Miller, Stephen         1,909 0.23% Principal           RI         100 Moberg, Susan E.         2,070 0.23% Principal           MA         Watertown         216 Mordson-Logan, Geoffrey M         384 0.06% Assoc           MA         Watertown         216 Mordson-Logan, Geoffrey M         384 0.06% Assoc           RI         201 Moura, Anlonio S.         0 0.09% Assoc           RI         201 Moura, Anlonio S.         0 0.09% Assoc           MA         Watertown         180 Murphy, Julia M.         500 0.09% Assoc           MA         Watertown         181 Murphy, Patriola         500 0.06% Assoc           MA         Watertown         184 Murphy, Patriola         500 0.06% Assoc           MA         Watertown         184 Nabors, Daniel T.         500 0.06% Assoc           MA         Watertown         184 Nicholes, Susan A.         600 0.06% Assoc           MA         Watertown         189 Nowak, Christopher D.         500 0.06% Assoc           MA         Watertown         189 Nowak, Christopher D.         600 0.06% Assoc           MA <th< td=""><td></td><td></td><td></td><td></td><td></td><td></td></th<>						
MA         Watertown         30         MoNNell, Lee T.         7,150         0.07% Principal           MA         Watertown         16         MoNell, Lee T.         7,150         0.07% Principal           RI         RI         100         Mobrel, Susan E.         1,909         0.23% Principal           MA         Watertown         216         Morrison-Logan, Geoffrey M         394         0.05% Assoc           MA         Watertown         78         Muse, Antonio S.         0         0.09% Assoc           MA         Watertown         78         Muse, Howard W.         600         0.08% Assoc           MA         Watertown         78         Murphy, Patricial         500         0.08% Assoc           MA         Watertown         161         Murphy, Patricial         500         0.08% Assoc           MA         Watertown         164         Murphy, Patricial         500         0.08% Assoc           MA         Watertown         164         Murphy, Patricial         500         0.08% Assoc           VT         T         197         Helson, Joffreya         2,870         0.35% Principal           VT         T         197         Helson, Joffreya         2,870         0.36% Princip			216			
MA         Watertown         16         MoNell, Lee T.         7,150         0.37% Principal           FL         Orlando         217         Miller, Stephen         1,909         0.23% Principal           MA         Watertown         216         Morfson-Logan, Geoffrey M         384         0,05% Assoc           MA         Boston         163         Morta, Antonio S.         0.06% Assoc           MA         Watertown         78         Mutse, Howard W.         500         0.06% Assoc           MA         Watertown         189         Murphy, Patriola         500         0.06% Assoc           MA         Watertown         187         Nabors, Daniel T.         500         0.06% Assoc           MA         Watertown         164         Naupokas, Paul T.         500         0.06% Assoc           MA         Watertown         163         Nickols, Susan A.         500         0.06% Assoc           MA         Watertown         168         Nickols, Susan A.         500         0.06% Assoc           MA         Watertown         188         Nickols, Susan A.         500         0.06% Assoc           MA         Watertown         189         Nowak, Christopher D.         500         0.06% Assoc			30			
FL         Orlando         217         Miller, Stephen         1,909         0.23% Principal           RJ         RI         108         Moberg, Susan E.         2,070         0.25% Principal           MA         Waterkown         216         Mortson-Logan, Geoffrey M         384         0.06% Assoc           MA         Boston         163         Moenier, Howard F.         500         0.09% Assoc           RF         RI         201         Moura, Antonio S.         0         0.09% Assoc           MA         Waterlown         54         Murphy, Patricla         500         0.06% Assoc           VA         Tysens Corner         187         Nabors, Daniel T.         500         0.06% Assoc           VA         Tysens Corner         187         Nabors, Daniel T.         500         0.06% Assoc           VA         Tysens Corner         181         Nabors, Daniel T.         500         0.06% Assoc           VT         TY         197         Nelson, Joffrey A.         2,870         0.35% Principal           VT         TY         197         Nelson, Joffrey A.         2,870         0.36% Principal           VT         TY         198         Nichols, Susan A.         500         0.06% A						
RI	-		217		•	
MA					2,070	0.26% Principal
Rf         Ri         201         Moura, Antonio S.         0         0.00% Assoc           MA         Waterlown         78         Mulsel, Howard W.         500         0.08% Assoc           MA         Waterlown         54         Murphy, Julla M.         500         0.08% Assoc           MA         Waterlown         54         Murphy, Patricia         500         0.06% Assoc           MA         Waterlown         55         Mabors, Danlel T.         500         0.06% Assoc           MA         Waterlown         164         Nauyokas, Paul T.         500         0.06% Assoc           VT         197         Nelson, Jeffrey A.         2,870         0.35% Principal           MA         Waterlown         188         Nkohols, Susan A.         500         0.06% Assoc           MA         Waterlown         189         Nowak, Christopher D.         500         0.06% Assoc           MA         Waterlown         189         Nowak, Christopher D.         500         0.06% Assoc           MA         Waterlown         56         Nurzynskl, Darek         500         0.06% Assoc           MA         Waterlown         50         O'Callagher, Francis S.         43,760         5.36% Gr. Principal						
MA         Waterlown         78         Mules, Howard W.         50         0.06% Assoc           MA         Waterlown         189         Murphy, Julia M.         500         0.06% Assoc           MA         Waterlown         189         Murphy, Patriola         500         0.06% Assoc           VA         Tysens Corner         187         Nabors, Daniel T.         500         0.06% Assoc           MA         Watertown         164         Nautyckas, Paul T.         500         0.06% Assoc           MA         Watertown         168         Nichols, Susan A.         600         0.06% Assoc           MA         Watertown         189         Nowak, Christopher D.         500         0.06% Assoc           VT         TT         190         Noyes, Ryan B.         500         0.06% Assoc           VT         TT         190         Novak, Christopher D.         500         0.06% Assoc           VT         TT         190         Novak, Christopher D.         500         0.06% Assoc           VT         TT         190         O'Connol, Timothy M.         600         0.06% Assoc           VT         Tysons Corner         191         O'Cearly, Patriok N.         7,110         0.27% Principa						
MA         Welerlown         189         Murphy, Julla M.         600         0.08% Assoc           MA         Welgstrown         54         Murphy, Patriola         500         0.08% Assoc           VA         Tysens Corner         187         Nabors, Daniel T.         500         0.08% Assoc           MA         Walestrown         164         Nautyckas, Paul T.         500         0.06% Assoc           VT         197         Nelson, Jeffrey A.         2,870         0.36% Principal           MA         Watertown         189         Novas, Christopher D.         600         0.06% Assoc           VT         190         Neyes, Ryan B.         600         0.06% Assoc           VT         190         Novas, Christopher D.         600         0.06% Assoc           RI         6         O'Connor, Timothy M.         0.06% Assoc						
VA         Tysens Corner Managery         187         Nabors, Danlel T. Source         500         0.06% Assoc           MA         Walertown         164         Naujokas, Paul T. Source         500         0.06% Assoc           MA         Watertown         164         Naujokas, Paul T. Source         500         0.06% Assoc           MA         Watertown         188         Nichols, Susan A. Source         500         0.06% Assoc           MA         Watertown         189         Nowak, Christopher D. Source         500         0.06% Assoc           VT         190         Noyse, Ryan B. Source         500         0.06% Assoc         0.06% Assoc           VT         190         Noyse, Ryan B. Source         500         0.06% Assoc         0.06% Assoc           MA         Watertown         50         Noyse, Ryan B. Source         500         0.06% Assoc           MA         Watertown         50         O'Connor, Timothy M. Source         0.06% Assoc         0.06% Assoc           CT         79         Cycany, Patrioth N. Timothy M. Source         0.00% Assoc         0.00% Assoc           CT         79         Cycany, Patrioth N. Source         7,110         0.37% Principal           CT         70         58		Walerlown				
MA         Walertown         55         Nagi, Robert L.         3,415         0,42% Printopal           MA         Watertown         164         Nauyokas, Paul T.         500         0,06% Assoc           VT         197         Nelson, Jeffrey A.         2,870         0,36% Principal           MA         Watertown         188         Nichols, Susan A.         600         0,06% Assoc           VT         190         Nowak, Christopher D.         600         0,06% Assoc           VT         190         Noyes, Ryan B.         500         0,06% Assoc           VT         190         Noyes, Ryan B.         500         0,06% Assoc           VT         190         Noyes, Ryan B.         500         0,06% Assoc           MA         Watertown         50         Collegh, Francis S.         43,760         5.36% Gr. Principal           AV         Tysons Corner         191         O'Connell, Charles         600         0,06% Assoc           RI         CT         79         O'Connell, Charles         600         0,06% Assoc           AV         Watertown         109         Padlijk, Stephen J.         2,170         0,27% Principal           H.         Orlando         192         Oslec		•	- 'X.			
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Vanasee Hangen Brustlin, Inc. Common Stock Summary 2011

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				. 1	vo, of		•
Stat		Seq.	Shareholder	Share	s (ending	%	
MA	Waterlown	97	Schwariz, Kennelh A.		4,640	0,57%	Principal
MA	Waterlown	194	Schwarz, Felipe R.		800		Assoc
FL	Orlando	. 218	Sellen, James		1,909	0.23%	Principal
FL	Sąrasota	61	Servisa, Gary M.	4	3,210	0.39%	Principal
VA	Williamsburg .	169	Sewell, Randy		500	0.06%	Assoc .
VA .	₩ililamsburg	. 126	Sledd, Alvin D.	•	0	0.00%	Assop
MA	Boston	17	Sloan-Rossiter, Susan P.		8,150	1.00%	Principa)
RI	RI	. 142	Smedberg, Robert J.		600	0.06%	Левос
NY	While Plains	226	Smith, David	•	339	0.04%	Assoc
VA	Tysons Corner		Smith, Michelle J.		500	0:06%	Assoc.
NY	NY	170	Soldano, Diana M.		Ò		Assoc
MA.	Waterfown	81	Sorensen, Peter T.	•	500	0.08%	Assoo
, NY	NY	171	Spitial, Scott R.		500	0.06%	
RI	RI -	203	Stabach, Jonathan B.	•	430	0.05%	Assoc '
MA	Waterlown	144	Staffler, Kenneth S.		500	0,06%	Vaeno
MA	Walerlown	31	Slandley, Lisa A.		8,050	0.89%	Principal
VA	VA Beach		Stronach, John M.		2,120	0.26%	Principal Principal
NH	NH '		Suennen, Mark	٠.	339	0.04%	Assoo
RI	RI		Taglianetii, David		2,470		Principal
NH	NH		Tasker, Bruce A.		2,155	0.26%	Principal
NJ	ИJ		Taub, Martin		1,877	0.23%	Principal
VA	Richmond		Thomas, Stephen W.		44,200	6.41%	Sr. Principal
NH	NH		Tinus, Jacob T.		430	0.05%	A\$800
MA	Walerlown		Turner, Selby Ł.		500	0.06%	SoeaA
MA	Walertown		Varrell, Matthew D.	•	600	0.06%	Aesoo
RI	Ri		Vaughn, Shane Marle		600	0.06%	Assoc,
NJ	NJ		Veeregowda, Babu			0.23%	Principal
MA	Waterlown		Yellokovic, Vera -			0.08% ,	
MA.	Watertown		Vivilecohla, David M.				Principal
NH	NH		Walker, Peter J.		2,070	0.26%	Principél
FL	Oriencio		Walsh, Kevin			0.23%	Principal
MA	Watertown		Walsh, Rita G,		•	0.05% /	
MA	Watertown		Vanet, Joseph T.			0.06%	
FL ·	Orlando		Varren, Eric E.			0,04%	
MA	Waterlown		Vhalley, Edward A.			0.06% /	
MA	Waterlown	1B V	Vholley Jr., Thomas F.				otholpal .
MA	Boston		Vitoook, David C.				dricipal
	Watertown		Villmer, Ralph R.			0.05% /	
	Williamsburg .		Vingard, Tricia A.			0.08% /	
	Watertown		Vong, Sue W.	•		0.06% /	
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1416-2		114 2	knimermanî, Kristine W.		600 (	.06%" A	REGOO.

Total

817,266 100%

### AMENDMENT NO. 1

This AMENDMENT (this "Amendment"), made and entered as of the date on which this Amendment is last executed by the parties hereto, by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department"), and (ii) VHB Engineering, Surveying and Landscape Architecture, P.C., 2150 Joshua's Path, Suite 300, Hauppauge, NY 11788 (the "Firm").

### WITNESSETH:

WHEREAS, pursuant to County contract number H6270005C4 between the County and the Firm, executed on behalf of the County on 11/23/2011 (the "Original Agreement"), the Firm performed "on-call" engineering services, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and;

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement, as full compensation for the Services, was One Hundred and Fifty Thousand Dollars (\$150,000) (the "Maximum Amount");

WHEREAS, the term of the Original Agreement was from 4/6/2012 through 12/31/2012 (the "Original Term")

WHEREAS, in response to emergency conditions caused by the effects of Hurricane Sandy, the County and the Firm desire to amend the scope of services in the Original Agreement to include emergency engineering and inspection services ("Emergency Services");

WHEREAS, the County agrees to increase the Maximum Amount under the Original Agreement to pay for Emergency Services provided by the Firm under this Amendment;

WHEREAS, the County and the Contractor desire to extend the Original Term; and,

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Scope of Services. Section 2 of the Original Agreement is hereby amended to include emergency engineering inspection services ("Emergency Services"). Such services shall include, but not be limited to, oversight of the County's Debris Management Plan in relation to tree removal; stump grinding; inspection services of the County's Sheltering and Temporary Essential Power (STEP) Program, and assessments of debris situations likely to be problematic during a similar storm event, the assessment

of County Buildings, Park Facilities, Roadways, Traffic Control Equipment and Bridges and engineering services associated with the Restoration of Wastewater Facilities.

- 2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Two fundred Thousand Dollars (\$500,000), payable for Emergency Services only, so that the total maximum amount the County shall pay to the Firm as full consideration for all services shall not exceed Six Hundred Fifty Thousand Dollars (\$650,000) ("Amended Maximum Amount"). Payment for Emergency Services shall be made in accordance with the rates and terms provided for in the Original Agreement.
- 3. Term Extension, The Term of the Original Agreement shall be extended by six (6) months so that the termination of the Original Agreement, as amended by this Amendment (the "Amended Agreement") shall be 6/30/2013.
- 4. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the amended Agreement.

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IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

FIRM

VHB ENGINEERING, SURVEYING AND LANDSCAPE ARCHITECTURE, P.C.

Name: Theresa Elkowitz

Title: Principal Date: ////

NASSAU COUNTY,

By:

Name: Kuchard & Walker

Title: County Executive

Deputy, County Executive

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.
COUNTY OF SUFFOLK)

On the 19 day of November in the year 2012 before me personally came Theresa Elkowitz, to me personally known, who, being by me duly sworn, did depose and say that she resides in the County of Suffolk; that she is the Principal of VHB Engineering, Surveying and Landscape Architecture, P.C., the professional corporation described herein and which executed the above instrument; and that she signed her name thereto by authority of the board of directors of said corporation.

Susan A. Ciuffo

flish a lings

No. 01Ci6018929

Qualified in Suffolk County

My Commission Expires February 1, 2015

STATE OF NEW YORK)

)ss.;

COUNTY OF NASSAU)

On the 3 day of Ole My in the year 2019 before me personally came Clearly R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Massau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

CONCETTA A PETRUCCI Notary Public, State of New York No. 01 PE6259026 Qualified in Nassau County Commission Expires April 02, 20

### APPENDIX "L"

# Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

	Robe	rt Brustl	in, P	E			(Name)
	2150	Joshua's	Path	Hauppauge,	NY	11788	_(Address)
٠.	631.	234.3444			<del></del>	(Telephor	ne Number)
Wage section the La satisfacertain Count	Law or ( n 9 of the nw or obtanction of the nty that it	<ol> <li>as applicable</li> <li>Law. In the edulin a waiver of the Department</li> <li>would receive</li> </ol>	le, obtain vent that f the requ t that at t such wa	a waiver of the man the contractor do not the Litements of the Lite time of executativer based on the	equire es not aw, ar ion of Law	ments of t comply w id such co this agree and Rules	Nassau County Liviche Law pursuant to with the requirements intractor establishes tement, it had a reason pertaining to waiver eeking damages agai
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agency labor i	past five y to have relations,	violated feder or occupation	al, state,	or local laws regu	lating	payment	of wages or benefits
agency labor i	past five y to have relations,	violated feder or occupation	al, state,	or local laws regu	lating	payment	of wages or benefits
agenc: labor i	past five y to have relations,	violated feder or occupation	al, state,	or local laws regu	lating	payment	of wages or benefits
agency labor i	past five y to have relations,	violated feder or occupation	al, state,	or local laws regu and health. If a vi	lating	s payment n has beer	of wages or benefits  assessed against the
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agency labor i	past five y to have relations,	violated feder or occupation	al, state,	or local laws regu and health. If a vi	lating	s payment n has beer	of wages or benefits  assessed against the

judicial action has x has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor

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I hereb	Contractor agrees to a County representative investigating employs y certify that I have repreced and complete. As estated below.	es for the purpose ee complaints of ad the foregoing	se of monit noncomp statement	oring compliance.  and, to the b	iance with the lest of my kno	Living Wa	ige L I beli
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I hereb true, of the dat Nove	County representative investigating employs that I have repreced and complete. As stated below.  The moder 19, 2012 to before me this	es for the purpose ee complaints of ad the foregoing any statement or	se of monit f noncomp statement representa	oring complitance.  and, to the lition made had a lition in the lition i	iance with the sest of my kno crein shall be a	Living Wa	ige L I beli
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Contract ID#: 146270005C4



NIFS ID #: \_\_\_\_\_ NIFS Entry Date: \_\_\_\_ Term: from Execution to 12/31/2013

# CFPW11000038 Department: Public Works

# E-191-11

# CF (Capital)

# **Contract Details**

SERVICE "On-Call" Traffic Engineering Services

			Titalidated 1 Togic				1 62	140 🖾 📗
Amend	lment 🔲	2)	2) Comptroller Approval Form Attached:			Yes 🖂	No 🗌	
Time E	Extension	asion 3) CSEA Agmt. § 32 Compliance Attack			: Attached:	Yes 🖂	No 🗌	
Addl. I	Funds 🗌	4) Vendor Ownership & Mgmt. Disclosure Attached:			Yes 🖂	No 🗌		
Blanke RES#	t Resolution	5)	Insurance Requir	ed			Yes 🏻	No 🗌
Aş	gency Informa	ation	7.00					
		Vendo	İ			County	Departi	ment
Name VHB Engin P.C.	neering, Surveying and Landscape	Architecture,	Vendor ID# 04-3472601			Department Contact Aryeh Lemberger		
Address			Contact Person			Address		
2150 Joshu	a's Path, Suite 300		Robert Eschbacher, P.E	•		1194 Prospect Aven	ue, Westbury, NY 1	1590
Hauppauge	NY 11788		Phone	•		Phone		
			(631) 234-3444			(516) 571-9332		
DATE Rec'd	outing Slip	Int	ernal Verification		DATE Appy'd& Fw'd,	SIGNATURE	Lcg	Approval
	Department		try (Dept) pvl (Dept. Head)			Slest		
	DPW (Capital Only)	CF Capi	ial Fund Approval		11.1	V 1	11 /1	
				—	11/4	1 den 1/de	UNX	
AA	ОМВ	NIFS Ap	proval		1/17/11	Rule	Not	No Frequired if
<u> </u>	OMB County Attorney	<u> </u>	& Insurance		1/17/11	Durington	Not	
11/2//11		CA RE	& Insurance		1/2/4 1/12/4 1/21/4	Almati Mate	Not Blan	required if
1/2//1	County Attorney	CA RE o	& Insurance tion		1/2/11 1/2/11 1/2/11	Q. amatr	Not Blan	required if.
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1/2//11	County Attorney  County Attorney  Legislative Affairs	CA RE Verificat	& Insurance tion oval as to form riginal Contract to		1/2/11 11/2/11 11/2/11	Degowa-1	Not Blan	required if.
1/2//11	County Attorney  County Attorney  Legislative Affairs  Rules / Leg.	CA RE of Verification CA Approximation Ew'd Or CA	& Insurance tion  oval as to form eiginal Contract to		1/21/11 11/21/11	Degowa-1	Not Blan	required if.

# RULES RESOLUTION NO. 282 2011

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS AND VHB ENGINEERING, SURVEYING AND LANDSCAPING ARCHITECTURE, P.C.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 13-19-11
VOTING:
ayes 1 nayes 3 abstained recused
Legislators present:

WHEREAS, the County on behalf of the Department of Public Works, has negotiated a personal services agreement with VHB Engineering, Surveying and Landscaping Architecture, P.C. for traffic engineering services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with VHB Engineering, Surveying and Landscaping Architecture, P.C. George Maragos Comptroller



# OFFICE OF THE COMPTROLLER

240 Old Country Road Mineola, New York 11501

# COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

ONTRACTOR NAME: VHB Engineering, Surveying and Landscape Architecture, P.C.
ONTRACTOR ADDRESS: 2150 Joshua's Path, Suite 300, Hauppauge, NY 11788
EDERAL TAX ID #: <u>04-3472601</u>
structions: Please check the appropriate box ("\sqrt{o}") after one of the following man numerals, and provide all the requested information.
The contract was awarded to the lowest, responsible bidder after vertisement for sealed bids. The contract was awarded after a request for sealed bids was blished in [newspaper] on
The contractor was selected pursuant to a Request for Proposals.  e Contract was entered into after a written request for proposals was issued on
[list members]. The proposals were scored and ked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected

D. Pursuant to General Municipal Law Section 119-0, the department is purchasing the services required through an inter-municipal agreement.
VI. This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.
In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.
VII. This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.
In addition, if this is a contract with an individual or with an entity that has only one or two employees:  a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.
Department Head Signature
11/16/11 Date
<u>NOTE:</u> Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.
Compt. form Pers./Prof. Services Contracts: Rev. 02/04

# COUNTY OF NASSAU DEPARTMENT OF PUBLIC WORKS Inter-Departmental Memo

TO:

Civil Service Employees Association, Nassau Local 830

(fax 742-3801)

Att: Ronald Gurrieri, Executive Vice President

FROM:

Department of Public Works

(fax 571-9657)

DATE:

August 9, 2011

SUBJECT:

CSEA Notification of a Proposed DPW Contract

Requirements Contract

Proposed Contract No: H6270005C

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW authorization is for work, which has "historically and exclusively been performed by bargaining unit members."

- 1. DPW plans to recommend a contract/agreement for the following services: DPW plans to recommend a contract/agreement for "On-Call" Traffic Engineering Services for the Department's Traffic Engineering Unit.
- 2. The work involves the following:

  Provide traffic engineers, inspectors, draftsmen, technicians and other staff on an "as needed" basis for various traffic engineering related projects including, but not limited to: traffic signal designs, pavement marking designs, capacity analyses, traffic signal warrant studies, data collection, preparation and/or review of traffic impact studies, traffic signal inspections, and asset management system development.
- 3. An estimate of the cost is: \$2,000,000.00
- 4. An estimate of the duration is: Twenty-Four (24) Months

Should you wish to propose an alternative to the proposed contract/agreement, please respond within 10 days to: Department of Public Works, Att: Kenneth G. Arnold, Assistant to Commissioner, telephone 1-9607, fax 1-9657.

Kenneth G. Arnold

Assistant to Commissioner

KGA:AL:pl

C:

William S. Nimmon, Deputy Commissioner

Keith Cromwell, Deputy Director, Office of Labor Relations Aryeh Lemberger, Unit Head, Traffic Engineering Unit

Jonathan Lesman, Management Analyst II



Sidney B. Bowne & Son, LLP	80.7	14(t)	2.70/2.30
TRIP Consultants USA, Inc.	73.7	15	N/A
Advanced American Engineering, PLLC	61	16	2.00/NA

It should be noted that no specific cost proposals were requested with this RFQ/RFP since the services are of an "On-Call" nature and a specific scope of work cannot be defined. The Department intends to award "on-call" agreements to the nine highest ranked firms. The firms selected will be required to submit a cost proposal on a case by case basis for review and approval for each item of work proposed under this agreement. Payments to the firms will be based on actual salaries paid to their personnel times a multiplier. Since there is no specific scope of work, there is no specific cost identified. However, based on previous years, we estimate approximately \$2,000,000.00 worth of work through this agreement. The agreements would have a term of two (2) years with the option to extend for one (1) additional year. Each firm, as part of this RFQ/RFP, was requested to submit a proposed multiplier for design services and a proposed multiplier for inspection services. These multipliers will be capped at a rate to be determined through contract negotiations.

The Department recommends that the following firms be retained for these services:

Firm/Address	Proposed Sub-Consultants/Address/MBE/WBE		
Nelson & Pope	Traffic Databank		
572 Walt Whitman Road	716 South Sixth Avenue		
Melville, NY 11747-2188	Mt. Vernon, NY 10550		
Greenman-Pedersen, Inc.	M & J Engineers, P. C. (MBE/DBE)		
325 West Main Street	52 South Terrace Place		
Babylon, NY 11702	Valley Stream, NY 11580		
Dao y 1011, 14 1 1 1 7 0 2	Valley Stream, NY 11580		
	TRIP Consultants Corp.		
	311 85 <sup>th</sup> Street		
	Brooklyn, NY 11209		
VHB Engineering, Surveying and LA, P.C.	Wiley Engineering, P.C. (MBE)		
2150 Joshua's Path, Suite 300	1383-44 Veterans Memorial Highway		
Hauppauge, NY 11788	Hauppauge, NY 11788-3048		
Gibbons Esposito & Boyce, P.C.	Lockwood, Kessler & Bartlett, Inc.		
50 Charles Lindbergh Blvd., Suite 503	One Aerial Way		
Uniondale, NY 11553	Syosset, NY 11791		
	3,03501, 14 1 1 1 7 9 1		
	M & J Engineers, P. C. (MBE/DBE)		
	52 South Terrace Place		
	Valley Stream, NY 11580		
Dunn Engineering Associates, P.C.	Carman-Dunne, P.C.		
66 Main Street	2 Lakeview Avenue		
Westhampton Beach, NY 11978	Lynbrook, NY 11563		
, , , , , , , ,			
·	CSM Engineering, P.C.		
· · · · · · · · · · · · · · · · · · ·	626 RXR Plaza		
	Uniondale, NY 11556		
	Gedeon GRC Consulting		
	6901 Jericho Turnpike		
	Suite 216		
	Syosset, NY 11791		
LiRo Engineers, Inc.	American Traffic Information, Inc.		

# COUNTY OF NASSAU DEPARTMENT OF PUBLIC WORKS CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1.	. Name of Firm: _	VHB Engineering, Surveying and Landscape Architecture, P.C.	
	Address:	2150 Joshua's Path, Suite 300	
	City and State:	Hauppauge, New York	
2.	Firm's Vendor Id	Hauppauge, New York Zip Code 11788	
3.	Type of Business:		
		Public Corp. Partnership Sole Proprietorship Joint Venture	
4.	Lietzen	Ltd Liability CompanyClosely Held CorpOther (specify)	
<del></del>	all corporate office necessary)	ress of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, and all members and officers of Limited Liability Companies (attach additional sheet (s) if	rs,
	Robe	rt Brustlin, President, 101 Walnut Street, Watertown, MA 02471	
	John	Jackson, Chief Financial Officer, 101 Walnut Street, Watertown, MA 02474	
	Anne	Zebrowski, Officer & General Counsel, 101 Walnut Street, Watertown, MA 02471	
			_
			-
	Robert	chess of an shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual //members. (* If a Publicly held Corporation include a copy of 10K form in lieu of completing this section) (attach additional completing this section).  Christman, 54 Turttle Place, Middletown, CT 06457	
6. I	ist all affiliated and a	elated companies and their relationship to the firm entered on line I (one) above [if none, enter "None"] (* include a separate h affiliated or subsidiary company) (attach additional sheet (s) if necessary).	
		Vanasse Hangen Brustlin, Inc.	
		and a second life.	
	-		
			_
,	ERIFICATION: This executing contracts. which knowledge, true.	section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator of the firm for the purpose. The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her	
		Print Name: Anne Zebrowski	
	•		
		Title: General Counsel	

Vanasse Hangen Brustlin, Inc. Common Stock Summary 2011

10/0	1/11	
Nο	ωĒ	

-			No. of
=	State Office	- p Gligionolog 311	ares (ending) %
М		26 Dubinsky Jr., Robert M.	16,750 2.05% Sr. Principal
M	,	135 Dunford, Palrick T.	500 0.06% Assoc
R.	•	150 Dupuis, Richard M.	500 0.06% Assoc
No	J .	151 Eccles, Kimberly A.	2,320 0.28% Principal
M		42 Eisenberg, Belhany E.	500 0.06% Assoc
M		74 Eisenberg, Terri B.	500 0.06% Assoc
ΝY		207 Elkowitz, Theresa	2,550 0.31% Principal
NJ		Eng-Wong	1,877 0.23% Principal
MA		105 Engel, Marla S.	2,070 0.25% Principal
NY		148 Eschbacher, Robert M.	2,920 0.36% Principal
MA		Fasser, James E.	339 0.04% Assoc
MA		6 Feinstein, Jonathan L.	43,358 5,31% Sr. Principal
MA TO		152 Fisk Karen A	500 0.06% Assoc
CT	•	136 Fontaine, Robin A.	500 0.06% Assoc
VA		106 Frye, Christopher W.	500 0.06% Assoc
MA VA		95 Furman, John J.	500 0.06% Assoc
VA NY	· Tysons Corne	· '/,ippilei	0 0.00% Principal
	NY	208 Gennaro, Kimberly	430 0.05% Assoc
NH NH	NH	Goodrich, Gregory	339 0.04% Assoc
	NH	75 Grande, Anthony	3,540 0.43% Principal
MA	Watertown	43 Greenberg, David M.	500 0.06% Assoc
NH	NH	44 Guertin, Paul G.	500 0.06% Assoc
NH	NH	45 Gunn, Sally M.	500 0.06% Assoc
CT	CT	89 Gustafson, Dean E.	500 0.06% Assoc
MA	Watertown	107 Hagen, Jr., Winston H.	500 0.06% Assoc
MA Fl.	Watertown	76 Hahn, Hugh G.	3,250 0.40% Principal
NH	Orlando NH	213 Hall, James R.	384 0.05% Assoc
NY		183 Hall, Matthew D.	500 0.06% Assoc
MA	Albany Walertown	210 Halstead, Preston	386 0.05% Assoc
MA	Watertown	4 Hangen, Richard E.	2,500 0.31% Sr. Principal
RI	R)	46 Hart, Randall C.	2,470 0.30% Principal
MÀ	Boston	153 Hartman, Ronald J.	500 0.06% Assoc
MA	Boston	82 Hemenway, Kathleen A. 27 Herr, Joseph R.	500 0.06% Assoc
MA	Walertown		5,650 0.69% Principal
ΝН	NH		0 0.00% Principal
VA	Williamsburg	9	500 0.06% Assoc
MA	Watertown	3,, 0.	500 0.06% Assoc
VA	Tysons Corner		3,020 0.37% Principal
MA	Watertown	the state of the s	0 0.00% Principal
AM	Watertown		3,120 0.38% Principal
FL	Orlando	<ul><li>13 Jackson, John B.</li><li>47 Jennings, John R.</li></ul>	14,450 1.77% Sr. Principal
NH	NH.	85 Johnson, Glen E.	7,050 0.86% Principal
MA	Boston	77 Junghans, Mark S.	500 0.06% Assoc
NJ	NJ	166 Junghans, Michael W.	5,550 0.68% Principal
MA	Watertown	157 Kalikiri, Vinod K.	2,270 0.28% Principal
CT	CT.	158 Karimi, Vahid	500 0.06% Assoc
MA	Wåtertow⊓	184 Kealey, Matthew J.	500 0.06% Assoc
MA	Watertown	3 Kennedy, John J.	500 0.06% Assoc
NH	NH'	28 Kennedy, Martin F.	18,400 2.25% Sr. Principal
VA	Williamsburg	159 Ketterling, Brad	9,050 1.11% Sr. Principal
MA	Waterlown	90 Kocur, Keri L.	500 0.06% Assoc 2,540 0.31% Principal
<u>FL .</u>	Oriando	160 Kolb Jr., Joseph F.	
CT	CT	48 Kosalski, Daniel E.	
NJ	NJ	Kraft, Walter	
MA	Watertown	200 Kremer, Susan H.	1,877 0.23% Principal 430 0.05% Assoc
MA	Watertown	49 Landry, Douglas L.	6,435 0.79% Principal
MA	Boston	122 Lassiter, Gregory L.	0 0.00% Principal
MA	Watertown	161 Lee, Sai-Kwong	500 0.06% Assoc
4H	ИН	50 Leedy, Gordon	2,610 0.32% Principal
νIA	Watertown	Lenhardt Tracie	339 0.04% Assoc
	NH	93 Leo, Michael J.	500 0.06% Assoc
	CT	51 Libertine, Michael P.	2,120 - 0.26% Principal
/A	Richmond	185 Linderman, Diane M,	500 0.06% 'Assoc
	•		

# Vanasse Hangen Brustlin, Inc. Common Stock Summary 2011

				10/01/11	
St	ale Office	Se	q. Shareholder	No. of Shares (ending	g* %
MA		97	Schwartz, Kenneth A.	4,640	<del></del>
MA	Watertown	19	4 Schwarz, Felipe R.	500	
FL	Orlando	218	Sellen, James	1,909	
FL	Sarasota	61	Serviss, Gary M.	3,210	
VA	Williamsburg	169		500	
VA	Williamsburg	125	Siedd, Alvin D.	000	
MA	Boston	17	Sloan-Rossiter, Susan P.	8,150	
RI	Ri"	142		500	
NY	White Plains	225		. 339	
VA	Tysons Corner	143	Smith, Michelle J.	500	
NY	ΝÝ	170	Soldano, Diana M.	D	
MA	Watertown	81	Sorensen, Peter T.	500	
NY	иХ	171	Spittał, Scott R.	500	
RI	RI	203	Stabach, Jonathan B.	430	
MA	Watertown	144	Staffier, Kenneth S.	500	
MA	Watertown	31	Standley, Lisa A.	8,050	0.99% Principal
VA	VA Beach	1.26	Stronach, John M.	2,120	0.26% Principal
NH	NH,		Suennen, Mark	339	
RI	RI	127	Taglianetti, David	2,470	
NH	NH	32	Tasker, Bruce A.	2,155	0.26% Principal
NJ	NJ		Taub, Martin	1,877	0.23% Principal
VA	Richmond	8	Thomas, Stephen W.	44,200	5.41% Sr. Principal
NH	NH	204	Tinus, Jacob T.	430	0.05% Assoc
MA	Watertown	195	Turner, Selby L.	500	0.06% Assoc
MA	Watertown	145	Varrell, Matthew D.	500	0.06% Assoc
RI	RI	112	Vaughn, Shane Marie	500	0.06% Assoc
NJ	ИЛ		Veeregowda, Babu	1,877	0.23% Principal
MA	Watertown	113	Velickovic, Vera	500	0.06% Assoc
MA	Watertown	174	Vivilecchia, David M.	3,930	0.48% Principal
NH FL	NH	128	Walker, Peter J.	2,070	0.25% Principal
MA	Orlando	219	Walsh, Kevin	1,909	0.23% Principal
MA	Watertown	205	Walsh, Rita G.	430	0.05% Assoc
FL	Watertown Orlando	146	Wanat, Joseph T.	500	0.06% Assoc
MA		400	Warren, Eric E.	339	0.04% Assoc
MA	Watertown		Whatley, Edward A.	500	0.06% Assoc
MA	Waterlown Boston		Wholley Jr., Thomas F.	6,050	0.74% Principal
MA		19	Wilcock, David C.	4,225	0.52% Principal
VA	Watertown Williamsburg	206	Willmer, Ralph R.		0.05% Assoc
MA	Waterlown		Wingard, Tricia A.	500	0.06% Assoc
MA	Beston		Wong, Sue W.	500	0.06% Assoc
FL	Orlando		Wynne, Karen J.		0.28% Principal
MA	Watertown		Yeargain, Paul W.		0.06% Assoc
MA	Watertown		Zebrowski, Anne P.		0.85% Principal
MA	Boston		Zelazny, Adrian		0.06% Assoc
		114 6	Zimmerman Kristine W	500 (	1 DG9/ A DD -

Total

172 Zimmerman, Kristine W.

817,256 100%

500 0.06% Assoc

VHB Governance

All Sites

**り**, Advanced Search

VHBCentral > Teams > Corporate > VHB Governance

# VHB Governance

# VHB Board of Directors

Robert S. Brustlin, President and Chairman (term expires April 2014)

William J. Roache, Assistant Clerk (term expires April 2013)

Jonathan L. Feinstein (term expires April 2013)

Kenneth A. Schwartz (term expires April 2012)

John J. Kennedy (term expires April 2012)

Theresa Elkowitz (term expires April 2013)

Donald J. Cooke (term expires April 2014)

Christopher R. Conklin (term expires April 2014)

Gerry Salontai (term expires April 2012)

# **Elected Corporate Officers**

Robert S. Brustlin, President and Chairman of the Board John B. Jackson, Treasurer Robert M. Dubinsky, Clerk William J. Roache, Assistant Clerk Anne P. Zebrowski, General Counsel

# **Board Appointed Officers**

Michael J. Carragher James L. Diorio Vaughn Rinner David Perry Vanasse Hangen Brusilin, Inc. Common Stock Summary 2011

10/01	1/11	
No.	of	

s	tale Office	Se	q. Shareholder	No. of Shares (ending) %
M	A Walertown	26	Dubinsky Jr., Robert M.	16,750 2,05% Sr. Principal
M		13:		500 0.06% Assoc
RI	NY.	150		500 0.06% Assoc
ŅC	C Raleigh	151		2,320 0.28% Principal
M	A Watertown	42	Eisenberg, Belhany E.	500 0.06% Assoc
M	A Watertown	74	Eisenberg, Terri 8.	500 0.06% Assoc
. NY	' NY	207		2,550 0.31% Principal
NJ	NJ		Eng-Wong	1,877 0.23% Principal
MA	\ Watertown	105	Engel, Marla S,	2,070 0.25% Principal
NY	' NY	148		2,920 0.36% Principal
MA	Watertown		Fasser, James E.	339 0.04% Assoc
MA	Watertown	6	Felnstein, Jonathan L.	43,358 5.31% Sr. Principal
MA	Watertown	152		500 0.06% Assoc
CT	: CT	136	. Fontaine, Robin A.	500 0,06% Assoc
VA	Williamsburg	106		500 0.06% Assoc
MA	Springfield	95	Furman, John J	500 0.06% Assoc
VA	Tysons Corne	r 114	Gay, Christopher	0 0.00% Principal
NY	NY	208	Gennaro, Kimberly	430 0.05% Assoc
NH	NH		Goodrich, Gregory	339 0.04% Assoc
NH	· NH	75	Grande, Anthony	3,540 0,43% Principal
MA	Watertown	43	Greenberg, David M.	500 0.06% Assoc
NH	NH	44	Guertin, Paul G.	500 0.06% Assoc
ИH	NH	45	Gunn, Sally M.	500 0.06% Assoc
CT	CT	89	Gustafson, Dean E.	500 0.06% Assoc
MA	Watertown	107	Hagen, Jr., Winston H.	500 0.06% Assoc
MA	Watertown	76	Hann, Hugh G.	3,250 0.40% Principal
FŁ	Orlando	213	Hall, James R.	384 0.05% Assoc
NH	NH	183	Hall, Matthew D.	500 0.06% Assoc
NY	Albany	210	Halstead, Preston	386 0.05% Assoc
MA	Walertown	4	Hangen, Richard E.	2,500 0.31% Sr. Principal
MA	Watertown .	46	Hart, Randall C.	2,470 0.30% Principal
RI	RI	153	Hartman, Ronald J.	500 0.06% Assoc
MÀ	Boston	82	Hemenway, Kathleen A.	500 0:06% Assoc
MA	Boston ·	27	Herr, Joseph R.	- 5,650 0.69% Principal
MA	Walertown	96	Hession, John M.	0 0,00% Principal
ИH	NH		Hodgdon, Steven M.	500 0.06% Assoc
VA	Williamsburg	155	Hogan, Timothy J.	500 0.06% Assoc
MA	Watertown	137	Hollworth, Richard S.	3,020 0.37% Principal
VA	Tysons Corner		Hughes, Warren E.	0 0.00% Principal
MA	Watertown	121	Jackmin, Thomas W.	3,120 0.38% Principal
MA	Watertown	13	Jackson, John B.	14,450 1.77% Sr. Principal
FL	Orlando		Jennings, John R.	7,050 0.86% Principal
NH	NH.		Johnson, Glen E.	500 0.06% Assoc
MA	Boston		Junghans, Mark S.	5,550 0.68% Principal
NJ	NJ		lunghans, Michael W.	2,270 0.28% Principal
MA	Watertown		Kalikiri, Vinod K.	500 0.06% Assoc
CT	CT		Karimi, Vahid	500 - 0.06% Assoc
МA	Watertown		Kealey, Malthew J.	500 0.06% Assoc
MA.	Watertown	_	Kennedy, John J.	18,400 2.25% Sr. Principal
NH	NH'		Kennedy, Martin F.	9,050 1.11% Sr. Principal
VA	Williamsburg		(etterling, Brad	500 0.06% Assoc
MA .	Watertown		Kocur, Keri L.	2,540 0.31% Principal
FL OF	Oriando		(olb Jr., Joseph F.	500 0.06%_Assoc
CT ,	CT		losalski, Daniel E.	500 0.06% Assoc
NJ	NJ		raft, Walter	1,877 0.23% Principal
MA	Watertown		remer, Susan H.	430 0.05% Assoc
MA	Watertown		andry, Douglas L.	6,435 0.79% Principal
MA MA	Baston		assiter, Gregory L.	0 0.00% Principal
NH	Watertown NH		ee, Sal-Kwong	500 0.06% Assoc
MA	Watertown *		eedy, Gordon	2,610 0.32% Principal
NH	NH.		enhardt, Tracie	339 0.04% Assoc
CT	CT		eo, Michael J.	500 0,06% Assoc
VA	Richmond		bertine, Michael P. nderman, Diane M.	2,120 - 0.26% Principal
		•ān Cl	ndoman, Diane M.	500 0.06% Assoc

#### Vanasse Hangen Brustlin, Inc. Common Stock Summary 2011

#### 10/01/11 No. of

				No. of		•
State	e Office	Sec	l. Shareholder	Shares (ending)	%	_
MA	Waterlown	97	Schwartz, Kenneth A.	4,640	0.57%	Principal
MA	Watertown	194	Schwarz, Felipe R.	500	0.06%	Assoc
FL	Orlando	218	Sellen, James	1,909	0.23%	Principal
FL	Sarasola	61	Serviss, Gary M.	3,210		Principal
VA	Williamsburg	169	Sewell, Randy	500	0.06%	
VA	Williamsburg	125	Stedd, Alvin D.	. 0	0.00%	Assoc
MA	Boston	17	Sloan-Rossiter, Susan P.	8,150		Principal
RI	RI	142	Smedberg, Robert J.	500	0.06%	
NY	White Plains	225		339	0.04%	Assoc
VA	Tysons Corner	143	Smith, Michelle J.	500	0.06%	Assoc
NY	NY	170	Soldano, Diana M.	0	0.00%	Assoc
MA	Watertown	81	Sorensen, Peter T.	500	0.06%	Assoc
NY	NY	171	Spittal, Scott R.	500	0.06%	Assoc
RĮ	RI -	203	Stabach, Jonathan B.	430	0.05%	Assoc ·
MA	Watertown	144	Staffier, Kenneth S.	500	0.06%	Assoc
MA	Watertown	31	Standiey, Lisa A.	8,050	0.99%	Principal
VA	VA Beach	126	Stronach, John M.	2,120		Principal
ИH	NH .		Suennen, Mark	339	0.04%	Assoc
RI	RI	127	Taglianetti, David	2,470	0.30%	Principal
ИH	NH	32	Tasker, Bruce A.	2,155	0.26%	Principal -
NJ	NJ		Taub, Marlin	1,877	0.23%	Principal
VA	Richmond	8	Thomas, Stephen W.	44,200	5.41%	Sr. Principal
ИН	ИН	204	Tinus, Jacob T.	430	0.05%	Assoc
MA	Watertown	195	Turner, Selby L.	500	0.06%	Assoc
MA	Waterlown	145	Varrell, Matthew D.	500	0.06%	Assoc
RI	RI	112	Vaughn, Shane Marie	500	0.06%	Assoc.
NJ	NJ		Veeregowda, Babu	1,877	0.23%	Principal
MA	Watertown	113	Velickovio, Vera	500	0.06% /	Assoc
MA	Watertown	174	Vivilecchia, David M.	3,930	0.48% F	Principal
NH	NFI	128	Walker, Peler J.	2,070	0.25% F	Principal
FL	Orlando	219	Walsh, Kevin	1,909	0.23% F	Principal
MA	Watertown	205	Walsh, Rita G.	430	0.05% /	\ssoc ·
MA	Watertown	146	Wanal, Joseph T.		0.06% /	•
FL	Orlando		Warren, Erlc E.		0.04% A	\ssoc
MA	Watertown	196	Whatley, Edward A.		0.06% A	
MA	Watertown	18	Wholley Jr., Thomas F.	•	0.74% F	Principal
MA	Boston	19	Wilcock, David C.		0.52% F	
	Watertown		Willmer, Ralph R.		0.05% A	
	Williamsburg	147	Wingard, Tricia A.		0.06% A	
MA	Watertown		Wong, Sue W.		0.06% A	-
	Boston		Wynne, Karen J.		0.28% F	•
	Orlando Watertown		Yeargain, Paul W.		0.06% A	
	Watertown Watertown		Zebrowski, Anne P.		0.85%.F	
	Boston		Zelazny, Adrian		0.06% A	
IAIW	DOSION	172	Zimmerman, Kristine W.	500	0.06% A	SSOC

Total

817,256 100%

- (1) The direct cost of expenses for travel to locations other than the County and or the project site, including transportation (coach unless otherwise authorized by the Department), reasonable meal and lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the Department.
  - (2) Testing Laboratory Services, controlled inspections, and the like.
- (3) Messenger service and cables as <u>not</u> necessarily incurred in the performance of services hereunder by the Firm and their sub-consultants.
  - (4) Final models, photographs and renderings as requested by the County.
- (5) Reproduction of design development and construction document drawings, specification, reports, and other documents furnished to, or on behalf of the County in excess of five (5) copies each. Any items prepared on behalf on the Firm or their sub-consultants shall not be paid for by the County.
  - (6) Other comparable expenses as approved by the Department.

# 3. Payment.

- (a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as set forth in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed **One Hundred Fifty Thousand** (\$150,000.00) dollars.
- (b) <u>Vouchers; Voucher Review, Approval and Audit.</u> Payments shall be made to the Firm in arrears and shall be contingent upon (i) the Firm submitting a claim voucher (the "<u>Voucher</u>") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").
- (c) <u>Timing of Payment Claims</u>. The Firm shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.
- (d) <u>No Duplication of Payments</u>. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Firm and any funding source including the County.
- (e) <u>Payments in Connection with Termination or Notice of Termination</u>. Unless a provision of this Agreement expressly states otherwise, payments to the Firm following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Firm received notice that the County did not desire to receive such services.
- (f) Payments Relating to Services Rendered by Subcontractors. The County retains the right, but not the obligation, prior to making any payment to the Firm, to demand that the Firm furnish to the County, proof acceptable to the County, in its sole and absolute discretion, that all due and payable claims made by subcontractors in connection with this Agreement have been paid to date or are included in the amount being requested by the Firm.

### 4. Ownership and Control of Work Product

subdivision thereof (including agencies, bureaus, offices and departments thereof).

6. <u>No Arrears or Default.</u> The Firm is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

#### 7. Compliance with Law.

- (a) <u>Generally.</u> The Firm shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Firm is bound by and shall comply with the terms of Appendices "EE" attached hereto and hereby made a part hereof. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.
- (b) <u>Nassau County Living Wage Law.</u> Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Firm agrees as follows:
  - (i) Firm shall comply with the applicable requirements of the Living Wage Law, as amended;
  - (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Firm has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
  - (iii) On a yearly basis, Firm shall provide the County with any material changes to its Certificate of Compliance, attached hereto and hereby made a part hereof as Appendix "L."
- (c) <u>Records Access.</u> The parties acknowledge and agree that all records, information, and data ("<u>Information</u>") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Firm acknowledges that Firm's Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Firm of such request prior to disclosure of the Information so that the Firm may take such action as it deems appropriate.
- (d) <u>Protection of Client Information</u>. The Firm acknowledges and agrees that all information that the Firm acquires in connection with performance under this Agreement shall be strictly confidential, used solely for the purpose of performing services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.
- 8. Minimum Service Standards. Regardless of whether required by Law:
  (a) The Firm shall, and shall cause Firm's Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
- (b) The Firm shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Firm operates. The Firm shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Firm's Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

11. <u>Assignment: Amendment; Waiver: Subcontracting.</u> This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "<u>County Executive</u>"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

### 12. <u>Termination</u>.

(a) <u>Generally</u>. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Firm, (ii) for "Cause" by the County immediately upon the receipt by the Firm of written notice of termination, (iii) upon mutual written Agreement of the County and the Firm, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the fallure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

- (b) By the Firm. This Agreement may be terminated by the Firm if performance becomes impracticable through no fault of the Firm, where the impracticability relates to the Firm's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Firm delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Firm is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Firm's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.
- (c) <u>Firm's Assistance upon Termination</u>. In connection with the termination or impending termination of this Agreement the Firm shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Firm's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.
- 13. Accounting Procedures; Records. The Firm shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Firm is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.
- 14. <u>Limitations on Actions and Special Proceedings against the County.</u> No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:
- (a) Notice: At least thirty (30) days prior to seeking relief the Firm shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Firm shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Firm shall allege that

- 20. <u>Entire Agreement</u>. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.
- 21. <u>Administrative Service Charge</u>. The Firm agrees to pay the County an administrative service charge of five hundred thirty three dollars (\$533) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Firm upon signing this Agreement.

#### 22. Joint Venture.

- (a) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purpose of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the Firm and each of the others hereunder; and as such, each acts both as principal and agent of the Firm and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint venturers associated for the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the County, for the acts or omissions of the Firm or any other entity, partner or joint venturer hereunder.
- (b) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purposes of undertaking this agreement, each such entity acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including but not limited to the New York Partnership Law.
  - 23. <u>Executory Clause</u>. Notwithstanding any other provision of this Agreement:
- (a) <u>Approval and Execution</u>. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).
- (b) <u>Availability of Funds.</u> The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

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#### **EXHIBIT** "B"

# PAYMENT SCHEDULE

Payment to the Firm for Services as outlined in Exhibit "A", including any extra services that may be authorized under this Agreement, shall be made as follows:

- 1. For Services as described in Exhibit "A", the Firm shall be paid on the basis of 2.75 times the actual salary of the technical personnel engaged in the work for Services other than inspection services and 2.38 times the actual salary of the actual salary of the technical personnel engaged in the work for inspection services.
- 2. With regard to any task for which payment is contemplated on the basis of a multiple of salary, it is understood and agreed that the County will utilize the Firm's approved personnel list. In the event there is no current personnel list, or if an existing list is incomplete, then the Firm shall submit either such personnel list setting forth names, classifications and hourly rates, or if necessary, submit a supplement to an active list at the time the proposal is presented. In either case, the prior written approval of the Commissioner is required. It is the County's intention that the salary to be reimbursed to the Firm for a named employee shall be the same for said employee on all current County agreements with the Firm.
- 3. At no time shall the salary times multiplier exceed one hundred seventy five dollars (\$175.00) per hour for any employee or principal while engaged in a Service.
- 4. The Firm may grant an employee a salary increase within a classification or by a change of classification. The intention to grant an employee a salary increase within a classification, or to change the employee's classification, must be communicated in writing by the Firm to the Commissioner at least one (1) month prior to the effective date of the increase or change in classification. The prior written approval of the Commissioner is required. If the Firm hires new employees whom they wish to assign to work on the Services, the Firm shall submit such employee's names, titles and proposed salaries, and receive prior written approval from the Commissioner.
- 5. Claims for Services performed shall be submitted monthly and accompanied by a certified statement setting forth the names of the employees who performed the Services, the title-held by each employee, their hourly rates, the number of hours worked and the total compensation earned. All claims for compensation shall be made upon forms supplied by the County Comptroller, and shall be approved for payment by the Commissioner of the Commissioner's designee. The payroll records of the Firm shall be available for inspection and audit as requested.
- 6. In the event a change order requires the Firm to perform additional

#### Appendix "EE"

# Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional antidiscrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union; or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
  - (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
  - (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
  - (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
  - (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
  - (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.
  - (h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Womenowned Business Enterprises. In addition, the contracting agency may require the

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for blds, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

### APPENDIX "L"

# Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

	The chief executive officer of the Contractor is:  Robert Brustlin
	(Name) 101 Walnut Street, PO Box 9151, Watertown, MA 02471-9151
	(617) 924-1770 (Telephone Number)
•	The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to t satisfaction of the Department that at the time of execution of this agreement, it had a reasonal certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
•	In the past five years, Contractor has has not been found by a court or a governme agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

### Transportation Land Development Environmental

Services



# **WAGE RATE SCHEDULE**

Amended: November 2, 2011

VHB currently has an approved wage rate schedule on file with NCDPW (see attached letter to VHB dated September 28, 2011)

At this time, we are now requesting approval for the following new additions to our staff:

<u>Name</u>	<u>Title</u>	Rate/Hour
Joseph Taylor	Construction Inspector	\$ 30.30
Kyle Bauer	Technician	\$ 18.00
Kevin Watral	Engineer	\$ 25.00

Robert M. Eschbacher, PE

Principal

VHB Engineering September 28, 2011

Page 2

Re: All Current Agreements

NAME Jerzy Kokoszka Sandra Amaral Harold Lutz Preston Halstead Kevin Powers	TITLE Senior Engineer Project Accountant Supervising Engineer Supervising Engineer Senior Engineer	RT/HR \$41.35 \$30.00 \$69.84 \$71.16 \$45.68
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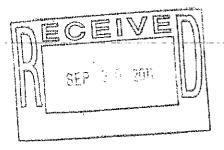
Regardless of the rates approved herein, the firm is still bound by the terms and conditions of the specific agreement(s) under which services are being provided, including the hourly wage rate cap contained within such agreement(s).

Very truly yours,

Shila Shah-Gavnoudias, P.E. Commissioner of Public Works

SSG:KGA:pl

c: Kenneth G. Arnold, Assistant to Commissioner of Public Works Rakhal Maitra, Deputy Commissioner of Public Works William S. Nimmo, Deputy Commissioner of Public Works Joseph Marcinek Jr, Fiscal Officer, Office of the Comptroller Anthony Cano, Equipment Operator I Janet M. Duncan, Clerk II, Claims Section, Comptroller's Office Patricia Brady, Clerk II



# NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

# WAGE RATE SCHEDULE

VHB Engineering, Surveying and Landscape Architecture, P.C.

Effective Date: 3/1/2011

Employee Name	<u>Title</u>	Actual Hourly Rate with No Benefits
David Buttacavoli	Senior Engineer	<b>\$59.6</b> 5
Temaria Younger	Senior Engineer	\$47.58
Robert Eschbacher	Principal-In-Charge	\$86.54
Thomas Mazzola	Supervising Engineer	\$76.28
Scott R Spittal	Supervising Engineer	\$66.60
Donald Russ	Supervising Engineer	\$58.74
Albert Guglielmi	CADD Designer	\$44.10
Patricia Rada	Technical Typist	\$34.85
Raymond Schneider	Senior Engineer	\$44.96
Kenneth Michaud	Senior Engineer	\$36.06
Vincent Mariconda	Senior Engineer	\$37.15
Lorena Moschetta	Engineer	<b>\$32</b> .50
Ryan Winter	Engineer	\$32.37
Emilio Wong	Construction Inspector	\$27.57
Christopher Liberti	Engineer	\$27.14
Padmanabha Tarigoppula	Engineer	\$30.41
Daniel Winkelman	Engineer	\$41.63
Courtney (Haas) Riley	Engineer	\$35.75
Joseph Reichert	Technician	\$22,41
Ronald Pfuhl	Senior Engineer/Landscape Arch	\$53.81
Kevin Francis	Technician	\$15.35
Joel Hatcher	Technician	\$16.69
Shanemarie Vaughn	Finance Manager	\$55.31
Kathryn Alkire-Hnat	Project Coordinator	\$19.50
Theresa Elkowitz	Principal-In-Charge	\$92.76
Barbara Alberts	Technical Typist	\$42.64
Linda McLaughlin	Technical Typist	\$25.58
Tara Hayes	Technical Typist	\$19.48
Gail Pesner	Senior Planner	\$43.59
Kimberly Gennaro	Supervising Planner	\$59.77
Stephen Kaplan	Supervising Planner	\$51.76
Virginia Watral	Supervising Planner	\$51.51
David Wortman	Planner	\$32.77
Erin Echevarria	Planner	\$33.32
Bryan Murty	Planner	\$26.83
Keith Butler	Senior Planner	\$39.43
David Kennedy	Planner	\$25.13
Patrick Criscuola	Planner	\$23.08



# **CONTRACT FOR SERVICES**

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) County of Nassau Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") acting for and on behalf of Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") and (ii) VHB Engineering, Surveying and Landscape Architecture, P.C., a consultant firm having its principal office at 2150 Joshua's Path, Suite 300, Hauppauge, NY 11788 (the "Firm" or the "Contractor").

# WITNESSETH:

WHEREAS, the County desires to hire the Firm to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Firm desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate on December 31, 2012 (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to two (2) one (1) year periods by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.

# 2. <u>Services, Extra Services and Reimbursable Expenses.</u>

- (a) The services to be provided by the Firm under this Agreement, on an as needed basis, consist of, but may not be limited to general traffic engineering, signal design, roadway geometry design, pavement marking design, sign design, general design services, construction inspection services, construction management services, data collection, traffic analyses, Computer Aided Design (CAD) and drafting, signal warrant surveys, left turn warrant surveys, traffic impact analyses, traffic counting services, general traffic studies, traffic signal progression studies, fiber optic communication design, Synchro analyses, traffic calming studies, management systems development, traffic management center construction and operations, providing traffic engineers, providing intelligent transportation system specialists, and providing technicians. The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".
- (b) At any time during the term of this Agreement, the Department may, in its sole and absolute discretion, require the Firm to perform Extra Services. The Firm shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner. The Firm agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Firm.
- (c) The following items are not included in the Firm's fee, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided (i) they have been approved in advance by the Commissioner of the Department in writing, in his/her sole discretion, (ii) are not considered services as set forth in this Agreement, and (iii) subject to compliance with the County's bill paying procedures:

### (a) Copyrights.

- (i) Upon execution of this Agreement, any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items, shall become the exclusive property of the County.
- (ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101, and the County shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Firm hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Firm shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Firm for no other purpose without the prior written permission of the County.
- (iii) The Firm acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the U.S. Copyright Office or any other government agency authorized to grant copyright registrations. The Firm shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.
- (iv) The Firm represents and warrants that the Copyrightable Materials: (1) are wholly original material not published elsewhere (except for material that is in the public domain); (2) do not violate any copyright law; (3) do not constitute defamation or invasion of the right of privacy or publicity, and (4) are not an infringement of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Firm has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the County upon execution of this Agreement.
- (b) <u>Patents and Inventions</u>. Any discovery or invention arising out of or developed in the course of performance of this Agreement shall be promptly and fully reported to the Department, and if this work is supported by a federal grant of funds, shall be promptly and fully reported to the Federal Government for determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.
- (c) <u>Pre-existing Rights.</u> In no case shall 4(a) or 4(b) above apply to, or prevent the Firm from asserting or protecting its rights in any report, document or other data, or any invention which existed prior to or was developed or discovered independently from the activities directly related to this Agreement.
- (d) <u>Infringements of Patents, Trademarks, and Copyrights</u>. The Firm shall indemnify and hold the County harmless against any claim for any infringement by the Firm of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Firm in the performance of this Agreement. The Firm shall indemnify and hold the County harmless regardless of whether or not the infringement arises out of compliance with the scope of services/scope of work.
- (e) Antitrust. The Firm hereby assigns, sells, and transfers to the County all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State of New York or of the United States relating to the particular goods or services procured by the County under this Agreement.
- 5. Independent Contractor. The Firm is an independent contractor of the County. The Firm shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Firm (a "Firm's Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political

# 9. <u>Indemnification: Defense: Cooperation.</u>

- (a) The Firm shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Firm or a Firm's Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Firm shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.
- (b) The Firm shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Firm's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Firm is responsible under this Section, and, further to the Firm's indemnification obligations, the Firm shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- (c) The Firm shall, and shall cause Firm's Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Firm and/or a Firm's Agent in connection with this Agreement.
  - (d) The provisions of this Section shall survive the termination of this Agreement.
  - 10. <u>Insurance</u>.
- (a) Types and Amounts. The Firm shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Firm's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.
- (b) Acceptability: Deductibles; Subcontractors. All insurance obtained and maintained by the Firm pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Firm shall be solely responsible for the payment of all deductibles to which such policies are subject. The Firm shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Firm under this Agreement.
- Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Firm shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Firm shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Firm to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Firm to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

the above-described actions and inactions preceded the Firm's action or special proceeding against the County.

- (b) <u>Time Limitation</u>. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.
- 15. <u>Work Performance Liability</u>. The Firm is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Firm is using a Firm's Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Firm's Agent has been approved by the County.
- 16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.
- 17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Firm shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Firm, to the attention of the person who executed this Agreement on behalf of the Firm at the address specified above for the Firm, or in each case to such other persons or addresses as shall be designated by written notice.
  - 18. All Legal Provisions Deemed Included; Severability; Supremacy and Construction.
- (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.
- (b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.
- (d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.
- 19. <u>Section and Other Headings</u>. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the Firm and the County have executed this Agreement as of the date first above written.

VHB ENGINEERING, SURVEYING AND LANDSCAPE ARCHITECTURE, P.C.

By: May or Sucilla

Name: Mapmas Liberrario

Title: Sinior Principal

Date: 11/1/11

NASSAU COUNTY

Name: Richaes R. Walken

Title: Chief Deporty
County Executive

Date: 4/6/12

PLEASE EXECUTE IN **BLUE** INK